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Current Topics.

Marriage by a Pretended Clergyman.

MUCH IGNORANCE appears to prevail as to the effect of a *de facto* marriage in church celebrated by a pretended priest who is not in orders, and a recent case may further develop this ignorance. We have ourselves heard it stated by persons of considerable experience that such a marriage is void and that either of the parties to the ceremony would be at liberty to treat it as a nullity and to contract another marriage. But, so far back as the year 1820, Lord STOWELL, in the case of *Hawke v. Corri* (2 Hagg. Consist. 280), said that a marriage by the ministrations of a person in church, who is ostensibly in orders, and not known or suspected by the parties to be otherwise, would, according to the generally accredited opinion, be supported. Lord STOWELL adds, with much good sense, that parties who come to be married are not expected to ask for a sight of the minister's letters of orders, and if they saw them could not be expected to inquire into their authenticity. It would appear, therefore, that the Marriages Validation Act, 1888 (51 & 52 Vict. c. 28), reciting the forgery and false pretences of a pretended priest who had affected to solemnize marriages, and that doubts had been entertained as to the validity of such marriages, which it was expedient to remove—and enacting that such marriages should be as valid as if the man had been duly ordained, was unnecessary.

Jurisdiction of Justices to Administer Oaths.

AN INTERESTING technicality arose on Monday in the case of *Rex v. Shaw*, in which the Court of Criminal Appeal quashed the conviction of a prisoner under the following circumstances. At a preliminary meeting of justices for licensing purposes the prisoner had made on oath certain false statements which had affected the decision of the justices with reference to the transfer of a licence. The prisoner had been charged upon two counts—namely, perjury and common law misdemeanour—and had been convicted of the latter. The question as to the validity of this conviction turned upon whether or not the justices on the occasion referred to had any power to administer to the prisoner the oath which in fact had been administered to and taken by him. The court came to the conclusion that, apart from statute, justices of the peace have no power to administer oaths, and that under the Statutory Declaration Act, 1835, s. 13, their power was strictly limited to certain cases therein enumerated. The preliminary meeting at which the alleged offence took place had

been held by justices without any express statutory obligation, and entirely for their own convenience in order to enable them to get information which would assist them in the discharge of their duties in licensing sessions. At such a meeting the justices had no more authority to administer an oath than is possessed at any ordinary meeting of citizens by its chairman. This decision seems good law as well as good sense. When judicial or quasi-judicial persons indulge in "works of supererogation," it would be contrary to the spirit of the Thirty-nine Articles to attach to them any special sanctity.

Transactions under Parental Influence.

THE JUDGMENT OF JOYCE, J., in *London and Westminster Loan, &c., Co. v. Billon* (Times, 18th inst.) illustrates the precautions which require to be taken when a title is offered depending on the dealings of a child with his property for the benefit of his father. A child, it was said by TURNER, L.J., in *Wright v. Vanderplank* (1 De G. M. & G., p. 146), may make a gift to a parent, and such gift is good if it is not tainted by parental influence; but the child is presumed to be under parental influence so long as the dominion of the parent lasts, and any dealing by the child with his property for the benefit of the parent is liable to be set aside, unless the presumption of undue influence which the law raises under such circumstances is rebutted by shewing that the transaction was not in fact the result of the influence. Such transaction may be either by way of gift or other dealing with property, as where the child mortgages property to secure a loan made to the parent. A deed so given, it was observed in *Baker v. Bradley* (7 De G. M. & G., p. 621), can be looked at in no other light than as a deed of gift from the son to the father. There were circumstances in the present case of *London and Westminster Loan, &c., Co. v. Billon* (*supra*) which made the application of this principle easy. The father was, at the time of the transaction, already liable for a loan of £100, for which he had given a bill of sale. His daughter was entitled to a legacy of £200 in reversion on his death. She was twenty-nine years old, but was living with her father and had no income of her own. She executed a mortgage of her reversion at his request as collateral security for the loan, but she had no independent advice. The father died in 1909, and the mortgagees then claimed the benefit of the legacy. The daughter counterclaimed to have the mortgage set aside and she succeeded. Under the circumstances, JOYCE, J., held that she had remained under the parental dominion, and consequently that the presumption of undue influence arose. The only practical way of rebutting this presumption was to shew that she had competent independent advice, and, this proof not being forthcoming, the mortgage was set aside.

Blanks in Bills of Exchange and Promissory Notes.

THE IRISH case of *Heaney v. Addy* (1910, 2 Ir. Rep. 688) tends to shew that the Bills of Exchange Act has not banished from the courts cases turning on the general principles of the law of negotiable instruments. The action was brought on a promissory note, bearing an embossed 6d. stamp. The figures £50 were in the margin, but no sum was stated in the body of the note, a blank following the words "We jointly and severally promise to pay." It was objected for the defence that the definition of a promissory note in section 83 of the Act is "an unconditional promise in writing made by one person to another, signed by the maker, engaging to pay . . . a sum certain in money"; that the marginal figures were merely an index and not part of the note, and that evidence could not be adduced to shew that in fact there was a mistake in omitting words from the body of the instrument. The judge, who tried the case without a jury, admitted evidence to shew that the parties had treated the instrument as a valid and complete note, and the judge himself found that the note had been given in payment of a debt. Section 20 of the Bills of Exchange Act (which is applicable to promissory notes) enacts, with regard to inchoate instruments, that where a simple signature on a blank stamped paper is delivered by the signer in order that it may be converted into a bill, "it operates as a *prima facie* authority to fill it up as a complete bill for any amount the stamp will cover . . ." and in like manner when a bill is

wanting in any material particular the person in possession of it has a *prima facie* authority to fill up the omission in any way he thinks fit; but in order that any such instrument when completed may be enforceable against any person who became a party thereto prior to its completion, it must be filled up within a reasonable time and strictly in accordance with the authority given. Assuming, therefore, that the holder was authorized to fill up the blank in the body of the note, he had not in fact done so, and the defendant relied on *Girard v. Lewis* (10 Q. B. D. 30), where BOWEN, L.J., said that a document which contains a marginal index, but in which a blank is left by the acceptor to be filled in with the dominant and all-important statement in the body of the bill defining the amount for which it is accepted, is not a perfect bill till this dominant portion of the bill has been filled in. The objection to this omission on the part of the plaintiff was a technical one, and was overruled by the court, who considered that—in the absence of any case which decides that, as between the original parties, if they choose to rely on figures in the margin without filling in the body of the note and treat the note in that form as complete, an action cannot be maintained upon it—the rule that in construing a document such as this, operation ought, if possible, to be given to it, should be followed. There was, therefore, judgment for the plaintiff. No one will regret this decision, and we think that in the circumstances the court might, if necessary, have allowed the blank to be filled up at the trial.

The Privilege of Non-disclosure in Affairs of State.

AS A general rule our law does not regard with favour any attempt to keep back from judicial cognizance facts of material importance on the ground of "privilege." Such privilege is now confined to three classes of cases. First, we have those in which there has been a professional confidence between solicitor and client; curiously enough this privilege has not been extended by our law either to secrets which reach a physician in the course of his practice or to confessions which are received by a minister of religion. Secondly, there are certain facts which affect peculiarly domestic life, such as matrimonial communications between husband and wife or statements by parents as to the legitimacy of their reputed offspring; of these the law will not compel disclosure on the ground that the attempt to do so would weaken family life. Lastly, there is the case in which an official witness refuses to answer some question, or produce some document, on the ground that the effect of so doing would be to disclose a State secret which ought not in the public interest to be revealed. When this objection is taken by the head of a public department the court will not decide upon the validity of the objection at all (*Beatsop v. Skene*, 5 H. & N. 838), nor will it allow secondary evidence of the excluded matter to be given. Hitherto this rule has been mainly confined to cases in which executive or judicial authorities have taken the objection to some matter which came before them in the course of their duties; but there seems no ground of principle to distinguish such cases from the somewhat striking and novel point which came before Mr. Justice DARLING on Monday in the case of *West v. West* (Times, 16th November). There the Lord Chamberlain claimed that he was not obliged to disclose a statement made to him at his club which had induced him to make an alteration in the list of invitations to certain court functions. It has, indeed, been held that letters sent to the Postmaster-General by a private individual complaining of the conduct of a postal official are not the subject of this privilege (*Blake v. Pilfold*, 1 M. & Rob. 198); but in that case it was clear that the Postmaster-General had not sought the communication sent to him. Where a public officer himself necessarily obtains his information by instituting inquiries amongst private persons, such as, for example, a detective engaged in investigating crime, it is clear that such information—though given by private persons under no duty to proffer it—is protected (*Rez v. Hardy*, 24 How. State Trials 808). The statement of the Lord Chamberlain to the effect that private information was essential to the proper discharge of his duties would appear to bring his case within the rule. Probably the feeling of most persons is that, whatever may be the precise technical ground for excluding Lord SPENCER'S evidence, it would be inconsistent

with public decency and common sense to compel, or even to make, disclosures as to the materials upon which the King is advised by his responsible minister in the exercise of what to the more numerous sex is probably the most important of his constitutional functions.

Informations in the King's Bench Division.

THE RECENT case of *Rex v. Anthony Gill* (Times, January 13th) illustrates the change which during recent years has come over the practice of the Divisional Court as regards the granting or refusing leave to prosecutors who desire the sanction of the court in order that they may proceed by information against a defendant whom they accuse of a misdemeanour. An information differs from an indictment in that the latter is an accusation found by the oath of a grand jury, whereas the former is the allegation of the Master of the Crown Office, who exhibits it upon the sworn complaint of a subject. At common law an information could be preferred by anyone in the case of any misdemeanour, but after Magna Carta there grew up a tendency to regard this remedy as slightly repugnant to the spirit of that statute and to restrict it, so far as practicable, to cases of an exceptional nature. A distinction also grew up between Qui Tam informations, which are really a species of civil proceeding in the guise of a criminal prosecution, and criminal informations, which differ in no way from indictments except in being limited to misdemeanours, as opposed to treasons or felonies, and, of course, in the steps by which the matter is brought before the court. It is now settled law that where the Attorney-General prefers a criminal information, he does not require the leave of the court (*R. v. Phillips*, 1767, 4 Burrows 2090), but where a private individual, or an officer other than the Attorney-General, adopts this mode of proceeding he must obtain the leave of the King's Bench Division; this leave was first made a condition precedent by a statute of William and Mary, which recited the evils that had arisen from the reckless preferment of charges in this way by irresponsible persons (4 & 5 Will. & Mary, c. 18). The grounds upon which the leave required is to be granted are not enumerated by the statute, and hence room is left for wide differences of opinion as to the principle on which the discretion should be exercised. The older view was that which BLACKSTONE states when he describes the objects of such informations as "any gross and notorious misdemeanours . . . not peculiarly tending to disturb the Government . . . but which, on account of their magnitude or pernicious example, deserve the most public animadversion" (4 Bl. Com., ch. 23, s. 3). In the course of the nineteenth century, however, the court began to require something more than the mere allegation of a "gross and notorious misdemeanour," and gradually the practice grew up of refusing the sanction of the court except in the cases of "libellous attacks upon, and offences by, persons in some public or official position" (Short and Mellor's Crown Office Practice, p. 257). In the recent Welsh case to which we refer the judgment of the Lord Chief Justice would seem to suggest a further limitation—namely, that this process should not be encouraged in cases where an adequate remedy apparently exists by the initiation of police-court proceedings.

Arrangement or Compromise.

UNDER SECTION 120 of the Companies (Consolidation) Act, 1908, the court is empowered to sanction a "compromise or arrangement" between a company and its creditors or any class of them, provided it has been agreed to by a majority in number representing three-fourths in value of the creditors or class of creditors. This provision reproduces section 2 of the Joint Stock Companies Arrangement Act, 1870, and by a clause frequently inserted in debenture trust deeds it is applied so as to enable a majority of debenture-holders, without reference to the court, to sanction by extraordinary resolution any compromise or arrangement which could be sanctioned by the court under the statute. The term "arrangement" is a wide one, and it was held by WARRINGTON, J., to cover the change of debenture-holders' rights which was before him in *Shaw v. Royce (Limited)* (ante, p. 188). There debentures had been issued with the guarantee of the Law Guarantee and Trust Society, who were also the trustees under

the debenture trust deed. An annual premium was payable to the society for the guarantee, and the company had to contribute to a sinking fund. On the society going into liquidation, the company desired to terminate their connection with it by substituting new trustees and discontinuing the payment of the annual premium, and it was proposed to release the society from the guarantee. This, of course, required the consent of the debenture-holders, and a scheme was submitted to them under which their debentures would be exchanged for new ones without any guarantee, but carrying a somewhat higher rate of interest. The scheme was not accepted by all the debenture-holders, and accordingly a meeting of the debenture-holders was called for the purpose of sanctioning it as an "arrangement or compromise" under the clause above referred to. The necessary majority was obtained, but a dissentient debenture-holder objected that the clause did not apply. WARRINGTON, J., decided against him, and it is difficult to see why the transaction contemplated could not properly be described as an arrangement between the company and the debenture-holders. There was, indeed, a third party to the arrangement—namely, the society—but this does not seem to prevent the transaction from being an arrangement between the other two parties. The company desired to make fresh dispositions as regards the debentures, and as incident to the scheme, it increased the interest but took away the guarantee. It also obtained new trustees and ceased to be liable to contribute to the sinking fund. The scheme accordingly was binding on the dissentient debenture-holder.

An Innkeeper's Lien on Letters Addressed to His Guest.

A CURIOUS case appears to have arisen in the Marylebone police-court with regard to the detention of a letter belonging to a guest in the defendants' hotel. The manageress was summoned for detaining a registered letter, valued at £10, belonging to a lady, the complainant, who had been staying at the hotel. This lady, after leaving the hotel, called from time to time for her letters, and although several were there, one of which was registered, the manageress refused to part with them, saying that she had handed them to the directors. Application was made to the directors, who returned all the letters except that which was registered. The registered letter was, however, detained by them, and they stated that they had always been willing to deliver it to the complainant if she had first given her word that, if it contained money, she would pay the amount of her bill. This she refused to do, and they accordingly detained it. The question on these facts would appear to be, had the hotel-keepers a lien for their charges on letters of a guest which came into their hands after she had left the hotel? It was, in the first place, an essential condition of their lien to shew that they had the rights, and were subject to the liabilities, of common innkeepers. Assuming that they had an innkeeper's right of lien, and that this lien extended to letters and papers (as to which we know of no authority), it will be observed that the letters came into their hands after their guest, the owner, had left the hotel. It has been held in old cases that if an innkeeper give credit to his guest, and let him depart without payment, he must be taken to have waived his lien and cannot detain the goods of the guest, but must resort to his remedy by action. The decision of the magistrate was in favour of the complainant, but the grounds of his decision were not stated with anything like precision. He denounced the iniquity of detaining the correspondence of a guest, and considered that the defendants had acted in an irregular and high-handed fashion. But he does not appear to have given any opinion on the points to which we have referred.

The Taxation of Gardeners.

SINCE THE imperial authorities handed over to county councils the duty of collecting the excise duties in certain matters of inland revenue, the London County Council has shewn an eager activity in the exercise of its new powers which has rendered necessary more than one new decision upon hitherto unsuspected legal difficulties. Whiteleys have been called upon to pay licence duty upon the waiters who serve shop assistants with their mid-day meal. The Civil Service have had a similar demand made in respect of a restaurant-club in White-

hall at which it would seem that every servant of his Majesty in any State Department, whether he be a Secretary of State or a commissioner, is entitled to consume his luncheon. The owners of flats have been compelled to pay duty upon the hall-keepers who exclude the tramp and hawker from disturbing the repose of residents. The Duke of BEDFORD has been called upon to shew reason why the labourers who trim and tidy the pretty gardens which still survive in the centre of half-a-dozen Bloomsbury squares should not be taxed as "gardeners" within the meaning of sections 18 and 19 (3) of the Revenue Act, 1869. A similar zeal is now inspiring other local authorities, and all throughout the country the householder who cares to have his garden kept decent has been worried as to whether or not he must take out a licence for any casual day labourer whom he may employ on one or two days in the week. Happily the recent decision of the Divisional Court in the case of *Braddell v. Baker* (*Times*, January 17th), makes it clear that no such licence is necessary in the case of labourers who work in a garden but whose principal duty is not that of gardener to any particular employer. This decision may not satisfy the zealous collector of taxes, but will commend itself to the common-sense of the average householder.

Right to Destroy Dog of a Ferocious Disposition.

THE ACTION of the police in destroying a dog which kept watch in the room which contained the dead body of his master, and, like the dogs described by LUCRETIVS in his account of the Plague at Athens, fiercely attacked anyone who disturbed his vigils, has been the subject of sharp criticism. The question of the right to kill a dog on the ground of its being a public nuisance has been frequently before the courts of the United States, and the digest makers have in some instances the special title "Dog." The sympathy of dogs with man in his troubles, and their fitness above all other animals for the companionship of man, may have induced some eminent lawyers to regard them with favour, and these are certainly decisions which incline to the view that the circumstance of a dog being of a ferocious disposition and being at large is not sufficient to justify shooting him. These decisions may, however, be contrasted with the words of NELSON, C.J., in *Mazwell v. Pulmerton* (21 Wend. 407), who observes that proof of the ferocity of a dog is not necessary when a dog is in the habit of chasing conies in a warren or deer in a park, and that he may be killed for the protection of these animals. How much more proper is it that this should be the rule, and most singular would it be if it were otherwise, when the persons and lives of rational beings are in danger.

The Late Mr. Beven.

THE DEATH of Mr. THOMAS BEVEN on Monday last deprives us of a master of a wide and difficult and frequently changing branch of law. There are few books of modern date which have achieved such a position as *Beven on the Law of Negligence*. Both in this country and in the United States it is recognized as the leading authority on the subject, and it has been constantly and most indefatigably kept up to date by its learned author. Mr. BEVEN's knowledge was indeed remarkable, extending, as it did, from what may be termed the roots of the law—the Year Books and ancient volumes of reports—to the most recent growths as developed in cases both in this country and in America. It is matter of regret that all this extraordinary erudition never placed its owner in such a position at the bar as to render promotion to the bench probable.

Money-lenders and Registered Names.

THE DECISION in the case of *Re Robinson*, with which we dealt at some length in these columns (*ante*, p. 59), has now been affirmed by the Court of Appeal. The report in the *Times* (Jan. 17th) gives the barest summary of the judgment delivered by the Master of the Rolls, affirming the judgment of NEVILLE, J., and dismissing the appeal. The appellant (the assignee of the securities) again argued his case in person.

Appeals under the Finance Act, 1910.

RULES have been issued regulating appeals to the High Court under the Finance Act, 1910, and will be found printed elsewhere. Under section 33 appeals from a determination of the Inland Revenue Commissioners must be made in the first instance to one of the panel of referees appointed under the Act, and such appeals lie against the first or any subsequent determination of the commissioners of the total or site value of any land, or against the amount of any assessment of land duties, or against the refusal of the commissioners to make any allowance which they are empowered to make, or against any apportionment of the value of land or of duty, or in regard to other matters which the commissioners are required or empowered to determine under Part I. of the Act. But certain restrictions on the right of appeal are contained in proviso to sub-section 1, and in particular no appeal lies against a provisional valuation except on the part of a person who has made an objection to it in accordance with the Act. On an appeal to the referee, he is to determine the matter in consultation with the commissioners and the appellant, or any persons nominated by them respectively for the purpose, and the referee has power to award expenses to either party; and an order of the referee as to expenses may be made a rule of the High Court.

To a large extent appeals will doubtless depend upon technical questions of valuation, and it may be expected that many of them will be finally dealt with by the referees; but sub-section 4 provides that any person aggrieved by the decision of the referee may appeal to the High Court. The appeal is to be within the time, and in the manner, and on the conditions directed by Rules of Court, including conditions enabling the court to require the payment of or the giving security for any duty claimed. Sub-sections 2, 3, and 4 of section 10 of the Finance Act, 1894, are to apply to such appeals. Thus, under sub-section 2, there will be no further appeal except with the leave of the High Court or the Court of Appeal; under sub-section 3 the costs of the appeal are in the discretion of the court, and the court may order payment of interest at the rate of £3 per cent. per annum on any excess of duty repaid by the commissioners; and under sub-section 4, in cases where the payment of the whole or part of the duty as a condition of appeal would impose hardship, the court may allow the appeal to be brought on security for payment being given.

The rules now issued provide that an appeal to the High Court shall be commenced by filing a petition in the King's Remembrancer's Department. In this the appellant must set forth the several facts and contentions of law upon which he alleges the decision of the referee to be erroneous (r. 1). The petition must be filed within one month from the referee's decision, and a copy must be served on the commissioners within seven days after the filing (r. 2). Within ten days after service of the petition the commissioners must serve on the appellant a notice stating how far they admit the facts stated in the petition (r. 3), and within twenty-eight days from the same date they must serve a further notice stating the facts and contentions of law on which they intend to rely at the hearing (r. 4). This may be followed by the petitioner serving on the commissioners a notice stating how far he admits the facts alleged by them. On the expiration of ten days after service of the commissioners' notice under rule 4, all matters, except to the extent admitted, will be deemed to be at issue, and on the expiration of a further seven days either the appellant or the commissioners may set the petition down for hearing (r. 5).

In the first instance, the petition will be set down on the revenue side of the King's Bench Division, but the court or a judge may order that it shall be heard before a judge of the Chancery Division or at assizes. If an order is made more than seven days before the commission day at the town selected, the matter can be heard at the next assizes (r. 6; see R. S. C. ord. 36, r. 22a). Under rules 7, 8 and 9 only oral evidence will be admitted, unless by consent or otherwise ordered; neither party will be at liberty without the leave of the court to rely upon any facts or contentions of law other than those stated in the appellant's petition and the commissioners' notice; and the parties must exchange lists of documents and give inspection of

Mr. Justice AVORY and Mr. Justice SCRUTTON were entertained by members of the South-Eastern Circuit to dinner at the Hotel Cecil on Tuesday evening to celebrate their elevation to the Bench.

documents not protected by privilege, with power for the court to order further discovery by the appellant. By a singular restriction the court cannot make the like order against the commissioners, but in considering an application by them for discovery it may take into account the willingness of the commissioners to disclose or allow inspection of any documents in their possession. *Prima facie*, of course, both parties should be under the same liability as regards disclosure. Possibly the commissioners are exempted from direct liability on the ground that otherwise they might have to disclose, in connection with any particular appeal, all their archives in any way bearing on the same question. But liability to disclose all documents so far as reasonable will be enforced indirectly in the manner just stated in cases where the commissioners are themselves seeking discovery.

Rule 10 is intended to facilitate the proof of facts. Where, in the opinion of the court, any matter, whether strictly admissible as evidence or not, should fairly be admitted as *prima facie* evidence of a fact, the burden of proving the contrary is to be shifted on to the other party. The times fixed by the rules may be extended by the court or a judge, and this may be done although the application for extension is not made until after the expiration of the specified time, and the court has a general power of amendment (rr. 11, 12). The commissioners may apply for an order staying the appeal until any duty claimed by them has been paid, or security given; the application will be made by summons in chambers, and the judge will make such order on the summons as seems to him reasonable in the circumstances of the case (r. 14).

The rules resemble in certain respects those at present in force for regulating appeals under the Finance Act, 1894, but there are considerable differences. They appear to furnish a convenient procedure for dealing with the questions which will arise under the Act of 1910, and they suggest that a similar procedure might be used in other classes of litigation. Rules which will bring the parties to an issue and put the points in dispute before the court in one class of cases may be equally appropriate in other cases. There is a saving by rule 17 of rights vested in the Crown by virtue of the Royal Prerogative. It is difficult to understand what this is intended to cover. For the purpose of all questions that can arise, the Royal Prerogative in this connection means privileges exercised by the Inland Revenue Commissioners as a department of the executive, and in matters which are to be adjudicated on by the courts no such privileges should be recognized.

Dealings with Reversions.

II.

(Continued from page 185.)

B.—THE INVESTIGATION OF TITLE.

8. When the title depends on an appointment under a special power, are the following points to be insisted on?

- (a) That the appointment be handed over to the purchaser.
- (b) That the bona fides of the appointment be proved by the statutory declarations of the appointor and the appointee.
- (c) That the absence or number of prior appointments and releases be proved by the statutory declaration of the appointor.
- (a) This is a moot point. It would seem that such an appointment forms part of the settlement or will under which the power arises, and, like the settlement (see *Re Lawrence*, 1894, 1 Ch. 556), should be held by the trustees. This is almost certainly so when more than one beneficiary is interested under the appointment. Sometimes in the case of mortgages the difficulty is got over by the appointment being executed in duplicate, one being handed to the trustees and one to the appointee or his mortgagees.

(b) It is now definitely settled by the decision of the Court of Appeal in *Cloutte v. Storey* (1911, 1 Ch. 18) that, if an appointment is made in fraud of the power, it is absolutely void *ab initio*, and a purchaser of the interest appointed takes nothing, even if he be a *bona fide* purchaser for value without notice of the fraud. This can hardly come as a surprise to anyone familiar with reversionary work, as the same point was decided in the

same manner as long ago as 1816, by Sir WILLIAM GRANT in the well-known case of *Daubeny v. Cockburn* (1 Mer. 626, at p. 638-9, 644-5). But in their desire "not to block business," some practitioners have been reluctant to question the validity of appointments. So far has this tendency gone that loans have actually been made on an appointment, which on the very face of it was an obvious fraud on the power.

Some practitioners are ready to assume the validity of appointments which do not give the vendor more than he would get if the power were never exercised—e.g., they say that an appointment to A. (one of five children) of £4,000 out of a fund of £20,000 is not likely to be attacked. This is no doubt correct, provided no other appointment is made, or the only other appointments distribute the remaining £16,000 amongst the other four children in practically equal shares. But if the £16,000 is validly appointed to three or less of the other children, it is to the interest of one or more of the other children to contest the validity of the £4,000 appointment. Further, the appointor can, without waiting for the fraudulent appointment to be set aside—see *Birley v. Birley* (1858, 25, Beav. 299), *Carver v. Richards* (1860, 1 De G. F. & J. 548)—make a perfect valid appointment in favour of other objects of the power of all the property comprised in the fraudulent appointment. Suppose, in the example above given, that A. dies insolvent in the lifetime of the appointor; if the appointor learns that the £4,000 can be validly re-appointed to other objects of the power—e.g., A.'s children, the temptation to make a will giving the £4,000 over to other members of his family must be great. Again, if the appointee raises money on mortgage of his appointed interest, he may become bankrupt and obtain his discharge in the lifetime of the appointor; in which case it is open to the appointor to make a new and valid appointment to the same appointee of the same sum or share, which he will take free from all claims of his former mortgagee and his late trustee in bankruptcy. The truth seems to be, that after the appointee has disposed of the share appointed to him, there is no difficulty in finding persons whose interest it is to set aside the appointment.

That the requirements of purchasers on this point will become more stringent can hardly be doubted; but to what extent are these requirements to go? The protection afforded by a statutory declaration of the appointee is very little; what is wanted is a declaration by the appointor. It is doubtful whether the purchaser is entitled to call for such a declaration, and in many cases (e.g., where the vendor is a mortgagee selling under his power of sale), the vendor may be unable to supply or obtain any declaration of any sort.

(c) The purchaser wants to know what prior appointments have been made and whether the appointor has executed any document (e.g., documents of the nature considered *Re Evered* 1910, 2 Ch. 147) wholly or partially releasing the power. Prior appointments are occasionally overlooked (see e.g., *Hood of Avalon v. MacKinnon*, 1909, 1 Ch. 476), and this is especially so in the case of revocable appointments: see, e.g., in *Re Thursby's Settlement Trusts* (1910, 2 Ch. 181). Inquiry of the trustees as to whether they have received notice of any prior appointment or release is not a complete protection to the purchaser, for such documents operate from their respective dates (see e.g., *Wilson v. Kenrick*, 1885, 31 Ch. D. 658, at p. 662) and the order in which the trustees receive notice of them is quite immaterial. It is doubtful whether the purchaser is entitled to any evidence at all on this point. In *Re Marsh and Earl Granville* (1883, 24 Ch. D. 11, at p. 19) it was held that the evidence there supplied disposed of a requisition requiring evidence that a power of revocation had not been exercised; the point whether the purchaser was entitled to make the requisition at all was never raised or decided. Williams on Vendor and Purchaser (2nd edition, p. 133) says, "This case appears to show that, whenever a power of appointment has been created, and title is deduced as in default of appointment, the purchaser is entitled to require evidence from which it may reasonably be inferred that the power was never exercised." On the contrary, Dart (7th edition, p. 366) says, "Where a power has been created, and there is no trace of its subsequent execution, the purchaser, though he can require the vendor and his solicitors to state whether to

their knowledge or belief the power was ever exercised, and may, perhaps, require the vendor to make a statutory declaration on the point, cannot, it is conceived, call for such a declaration by any other person."

9. *Where the title depends on a release of a special power, does the purchaser insist on the absence of prior appointments being proved by the statutory declaration of the person, or one of the persons, releasing the power?*

As to this, see 8 (c) above.

10. *Where the reversion is put forward as being subject to estate duty at a specified rate, is objection to be taken on the ground—*

(a) *That the rate of estate duty may be increased by aggregation?*

(b) *That succession or legacy duty at 1 p.c. will become payable if the property passing on the death of the tenant for life, in respect of which estate duty is payable, exceeds £15,000?*

It is submitted that the purchaser is entitled to raise these objections and that such objections are practically insuperable. Some offices and companies disregard the point, apparently allowing in advance for an increase of duty. If this be so, it behoves persons who put their reversions up for sale to state (if such be the case) in the particulars of sale that the rate of estate duty is not liable to be increased by aggregation, and that no other duty will be payable.

11. *If the vendor (or borrower) is one of the trustees, is his retirement to be insisted on?*

In practice this requirement is sometimes waived, but in fact it should always be insisted on. There is always the risk of breaches of trust (e.g. investment on mortgage without a proper valuation being made) being subsequently committed by the trustees or by the vendor as surviving trustee, in which case the whole loss occasioned thereby can be made good out of the reversion purchased: see *Doering v. Doering* (1889, 42 Ch. D. 203). Further, no notice of the assignment can be given to all the trustees, for the notice given to the vendor is inoperative (see *Brown v. Savage*, 1859, 4 Drew. 635, and *Lloyds Bank v. Pearson*, 1901, 1 Ch. 865), and the notices given to the other trustees become inoperative as against purchasers or mortgagees who take their assignments after such other trustees cease to be trustees: see *Re Phillips' Trusts* (1903, 1 Ch. 183).

12. *Is the capital account of the trust to be produced and investigated?*

Probably the purchaser is entitled to this: see *Hobson v. Bell* (1839, 2 Beav. 17, at pp. 22-3). The inspection of the capital account is a valuable precaution, inasmuch as the purchaser's solicitors thus ascertain that there is a capital account in existence (which is not always the case) and have the opportunity of detecting any non-disclosure of equities, such as the right of the tenant for life to be paid sums out of capital on a reversion falling into the testator's estate (see *Re Earl of Chesterfield's Trusts*, 1883, 24 Ch. D. 643), or in respect of income lost by improper or unfortunate investments of capital: see *Re Bird*, (1901, 1 Ch. 916) and *Re Atkinson* (1904, 2 Ch. 160). So far as the writer is aware, this precaution is seldom adopted, owing no doubt to the expense and delay involved. The advantages of an inspection of the capital account are so great that probably in the future purchasers will more often adopt this precaution—at any rate in cases where the accounts are not voluminous and complicated. It is submitted that in any case the accounts ought to be carefully investigated where the vendor is or has been a trustee.

(To be continued.)

Reviews.

Contempt of Court.

OSWALD'S CONTEMPT OF COURT. By the late JAMES FRANCIS OSWALD, Q.C. THIRD EDITION. By GEORGE STUART ROBERTSON, M.A., Barrister-at-Law. Butterworth & Co.

Even at the risk of serving up again the *crambe repetita* of time-worn jests, we feel it necessary to preface this review by reminding the reader that the late Mr. Oswald's work on Contempt of Court was said to have been bred of an unique practical familiarity with the subject. Certainly it is not a subject with which the average

practitioner or writer can claim any special familiarity, either in practice or in theory. There is no branch of legal work in which questions relating to contempt specially arise, and, accordingly, it seldom becomes the duty of any counsel to make a careful study of the subject in all its aspects. Probably few lawyers, except those actually engaged in Crown side cases, are aware of the distinction which exists between a "substantive" contempt—such as a newspaper attack upon the conduct of a judge—and an "adjective" contempt, i.e., one which arises out of improper conduct in the course of legal proceedings. Again, the many varieties of the latter species are quite undreamt of in the philosophy of most members of the bar.

To the lawyer who wishes to acquire a really comprehensive and thorough knowledge of this branch, Mr. Stuart Robertson's revision of Oswald should prove exceedingly valuable. In the first chapter he will find an interesting discussion upon the origin and extent of the court's jurisdiction to punish for contempt. In the next chapter there is a careful exposition of the difference between civil and criminal contempt, and also of the difference between committal and attachment. Although, of course, there is all the difference in the world between the two latter forms of process, we fancy that most lawyers, if pressed, would candidly admit that their minds are hazy on the point. Chapters III. to IX. deal with various special kinds of proceedings which relate to contempt, such as breach of undertakings given to the court, writs of *capias*, *ne exeat regno*, and extent, and summary committal for perjury. Privilege from arrest—so far as it still exists nowadays—is dealt with in the tenth chapter, while the mode of applying for orders of committal, attachment, and sequestration is set out in Chapter XI. Such important practical matters as the right of appeal, the measure of punishment, prison treatment, purging of contempt and the discharge of the offender from durance vile when he has duly confessed his penitence form the topics of the remaining pages, and all are carefully dealt with. Forty-one useful forms appear in an appendix, but we must say that the index is by no means so exhaustive as it ought to be.

On the whole, we think this edition is well done and well calculated to maintain the reputation of the book—although for some generations to come the latter is perhaps sufficiently preserved by the mark which the very striking personality of its first begetter has left on the traditions of the bar.

Books of the Week.

Marriage and Divorce.—The Comparative Law of Marriage and Divorce. Under the General Editorship of ALEXANDER WOOD RENTON and GEORGE GRENVILLE PHILLIMORE, B.C.L., Barristers-at-Law. Reprinted from Burge's Commentaries on Colonial and Foreign Laws. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Colonial and Foreign Laws.—Burge's Commentaries on Colonial and Foreign Laws Generally and in their Conflict with Each Other and with the Law of England. New Edition. Under the General Editorship of ALEXANDER WOOD RENTON and GEORGE GRENVILLE PHILLIMORE, B.C.L., Barristers-at-Law. In Six Vols. Vol. 3. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Torts.—An Analysis of Sir Frederick Pollock's Law of Torts for Students. By J. K. MANNOCH, LL.B.; Stevens & Sons (Limited).

Rentcharges.—The Finance Act, 1910, as it Affects Land Subject to Rentcharges: being a Supplement to Easton on Rentcharge. By J. M. EASTON, Barrister-at-Law; Stevens & Haynes.

Correspondence.

Private Bills.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The statement in the SOLICITORS' JOURNAL of last week that the time for petitioning against private Bills has expired, and that only 18 Bills out of 128 are opposed, is calculated to do much harm, inasmuch as the time for petitioning against private Bills originating in the House of Commons does not expire until February 11th, and in the House of Lords until February 18th, and there are more likely to be 500 petitions against the 128 Bills than 18.

The time for depositing memorials against Bills on Standing Orders expired on January 9th, but this is quite a minor matter compared with petitions.

As your paper is read by a large number of solicitors whose clients may be intending to petition against private Bills, the statement that the time for petitioning has elapsed may seriously affect those who, like ourselves, are Parliamentary agents. BAKER & Co.

54, Parliament-street, Westminster, Jan. 16.

[The paragraph was, as we stated last week, inserted as an extract from the *Evening Standard*, and we are obliged to our correspondents for their correction of the erroneous statement it contained.—Ed. S.J.]

New Orders, &c.

Finance (1909-10) Act, 1910.

RULES OF COURT REGULATING PROCEEDINGS IN APPEALS TO THE HIGH COURT IN ENGLAND UNDER THE FINANCE (1909-10) ACT, 1910, SECTION 33 (4).

1. *Appeal to be by petition.*—Any person aggrieved by the decision of a referee under the Finance (1909-10) Act, 1910, who desires to appeal to the High Court against the decision, shall proceed by filing in the King's Remembrancer's Department of the Central Office a petition setting forth specifically the several facts and contentions of law upon which he alleges that the decision of the referee was erroneous, and stating an address at which documents may be served upon him.

2. *Time for appealing.*—A petition of appeal under these rules must be filed within one month from the date of the decision of the referee, and a copy of the petition must, within seven days after the filing of the petition, be served by the appellant upon the Commissioners of Inland Revenue.

3. *Notice of admissions by respondents.*—Within ten days after the service of a copy of the petition upon the Commissioners of Inland Revenue, the Commissioners shall serve upon the appellant a notice stating whether, and to what extent, they admit the facts stated in the petition.

4. *Notice to be given by respondents of facts and contentions of law relied on.*—(1) Within twenty eight days after the service of a copy of the petition upon the Commissioners of Inland Revenue, the Commissioners shall serve upon the appellant a further notice stating the facts and the contentions of law upon which they themselves intend to rely at the hearing, and (if they so think fit) requiring the appellant to admit those facts.

(2) The appellant, if he is so required to admit facts shall, and in any case may, within ten days after service upon him of the notice required to be served by the Commissioners under this rule, serve upon by the Commissioners a notice stating whether, and to what extent, he admits the facts stated in the notice served by the Commissioners.

5. *Setting down petition for hearing.*—Upon the expiration of ten days after the service of the notice required to be served by the Commissioners under the last preceding rule all matters shall, except to the extent admitted by both parties, be deemed to be at issue, and upon the expiration of seven days after the date on which the matter is deemed to be at issue, the appellant, or the Commissioners, may set the petition down for hearing upon the revenue side of the King's Bench Division of the High Court.

6. *Power to order petition to be heard in Chancery Division or at Assizes.*—(1) The Court or a judge may order that the petition shall be heard before a judge of the Chancery Division of the High Court, the judge to be ascertained by rota in the usual way, or at Assizes.

(2) Where an order is made that a petition shall be heard at Assizes, Order XXXVI, Rules 23B and 28 of the Rules of the Supreme Court, 1883, shall apply, and for the purpose of those Rules as so applied the appellant shall be deemed to be the plaintiff.

7. *Evidence at hearing.*—Unless by consent, or otherwise ordered, only oral evidence shall be admitted to the hearing.

8. *Parties limited to grounds stated in petition and notice.*—The appellant shall not without the leave of the court be entitled to rely upon any facts or contentions of law other than those stated in the petition, and the Commissioners shall not without the leave of the court be entitled to rely upon any facts or contentions of law other than those stated in the notice required to be served by them under these rules.

9. *Discovery of documents.*—(1) It shall be the duty of the appellant and the Commissioners of Inland Revenue respectively to exchange lists of all documents in their possession relating to the matter at issue, and to give each other inspection at all reasonable times of any of those documents which may not be protected by any privilege, and, if so required, to provide copies thereof on the usual terms.

(2) If the Commissioners are dissatisfied with the list so supplied by the appellant they may apply to the Court or a judge for an order for discovery of documents in the same manner and to the same extent as a party to an action in the High Court, but in considering any such application the Court or judge shall take into account the willingness or otherwise of the Commissioners to disclose, or allow inspection of, any documents in their possession.

10. *Admission of certain material as prima facie evidence.*—The Court or a judge may, at any stage of the proceedings, either upon or without the application of either party, order that any material, whether strictly admissible as evidence or not, which in the opinion of the Court or judge ought, having regard to the question of costs

or otherwise, fairly to be admitted as *prima facie* evidence of any fact, shall be *prima facie* evidence of that fact so as to shift the burden of proving the contrary on to the other party.

11. *Extension of time for appealing and for serving documents.*—The court or a judge may extend the time for filing or serving a petition of appeal, or for serving any notice, under these rules upon such terms (if any) as the justice of the case may require, and any such extension may be ordered although the application for the same is not made until after the expiration of the time allowed under these rules.

12. *Amendment of petition.*—The court or a judge may at any stage of the proceedings allow the amendment of the petition, or of any notices under these rules, upon such terms as the court or judge may think right.

13. *Petition to be pleading within Order XIX., Rule 27.*—A petition of appeal under these rules shall be deemed to be a pleading within Order XIX., Rule 27, of the Rules of the Supreme Court, 1883, and that rule shall apply accordingly.

14. *Power to stay proceedings till duty paid or secured.*—(1) Where the Commissioners of Inland Revenue claim that any sum is due from the appellant by way of duty they may apply for an order that proceedings on the appeal shall be stayed until the appellant has paid, or has given security for, the duty claimed.

(2) Any such application shall be by summons before a judge at chambers, and the Commissioners shall deliver to the appellant, together with the summons, a copy of any affidavit which they intend to use at the hearing of the summons.

(3) The judge shall make such order on any such summons as seems to him reasonable in the circumstances of the case, and any order so made may, on a like application made either by the Commissioners or the appellant, be subsequently varied or discharged.

15. *Service of documents.*—Any notice or other document required or authorised to be served upon or sent to the Commissioners of Inland Revenue under these rules shall be sufficiently served or sent if sent by post in a prepaid letter addressed to the Solicitor of Inland Revenue, Somerset House, London, W.C., and any notice or other document required or authorised to be served upon or sent to an appellant under these rules shall be sufficiently served or sent by post in a prepaid letter addressed to him at his address for service as stated in his petition, and, unless the contrary is proved, any notice or document sent as aforesaid shall be deemed to have been served at the time at which the letter would be delivered in the ordinary course of post.

16. *Affidavits.*—All affidavits to be used in any proceedings under these rules shall be filed in the King's Remembrancer's Department.

17. *Saving for right of Crown.*—Nothing in these rules shall be construed to affect any right vested in the Crown by virtue of the Royal Prerogative.

18. *Short title and commencement.*—These rules may be cited as the Rules of the Supreme Court (Finance (1909-10) Act), 1911, and shall come into operation on the first day of February, 1911.

The 16th of January, 1911.

(Signed)

LOREBURN, C.
ALVERSTONE, C.J.
H. H. COZENS-HARDY, M.R.
A. M. CHANNELL, J.
R. J. PARKER, J.
P. O. LAWRENCE.
S. A. T. ROWLATT.

Notice as to the "Warned List."

For every Nisi Prius Court, except the Commercial Court or Court for taking ord. 14, there shall be, on and after the 30th of January, 1911, a warned list, to be prepared by the associate with the approval of the judge in charge of each list, which shall contain the names of all cases likely to be heard within the next three days.

It shall be the duty of the solicitor of each party to attend by himself or his clerk before the associate, in Room 474, between the hours of 11.30 a.m. and 1 p.m. on the first day on which the case is in the warned list, and to give all possible information as to the probable length of the case, and as to any matter which is likely to cause the case to be postponed or not tried.

If the solicitor of none of the parties so attends the case shall be put and remain at the bottom of the warned list and marked with a star, and if no solicitor attends within three days the cause shall go to the bottom of the three weeks' list, unless the judge otherwise orders.

All information so given shall be treated by the associate as confidential.

Clerkenwell County Court.

NOTICE.

(1) It has been decided to set aside a special full week in each calendar month or at such other interval as may from time to time be

decided upon by the judge for the purpose of hearing all the contested ordinary cases over £20, unless otherwise specially arranged.

As at the time of issue it will not be known whether cases over £20 will be contested or not, all such cases will be issued for the Mondays or Thursdays, as the case may be, during the "special weeks," the latter day being appointed as a return day, so as not to shut out ordinary summonses over £20, which are too late to be entered for Monday.

As soon as the returns of service of the summonses issued for "the special week" have been received, and it has been ascertained by letter from the parties or their solicitors or otherwise, which cases will be contested, and how long they will probably take to be heard, notice will be given to the parties, or to the solicitors if entered on the record, on which day during that week they are to attend at the court. If the summonses set apart for Monday are not finished on that day they will be continued on the next or other convenient day in the week and so on during the week.

(2) No judgment summonses will be heard during the "special weeks."

(3) The registrar will sit during the special week, and will take default summonses, which may be made returnable during that week in the usual way. Should any of these cases be contested (whether under £20 or over) they will be heard in the ordinary course.

CASES OF THE WEEK.

High Court—Chancery Division.

Re McEACHARN, GAMBLES v. McEACHARN. Eve, J. 12th Jan.

WILL—BLANK LEFT FOR NAMES OF TRUSTEES—REVOCATION OF LIFE INTEREST—EFFECT ON GIFTS IN REMAINDER—FIRE INSURANCE—OBLIGATION ON TRUSTEES TO INSURE—TRUSTEE ACT, 1893, s. 18.

A blank was left in a will as if for the purpose of inserting the names of trustees, which were duly inserted in other parts of the will.

Held, that in the absence of evidence that the testator intended to fill up the blank, the court could not say that the names were omitted inadvertently.

A revocation of a life interest does not of itself operate to revoke the interests in remainder.

In the absence of express provision trustees are not bound to insure against loss by fire, and pay the premiums out of income.

By his will, Sir Malcolm McEacharn appointed his wife, Mary Ann McEacharn, and two other persons executors and trustees of his will. He directed his Australian trustees to hold his Australian property "upon trust to pay the same over to the said Mary Ann McEacharn from time to time, as and when the same shall be received."

He gave his English property to his English trustees upon trust for his wife for life, and after her death upon trust for his three children in equal shares, to be settled as therein mentioned on his children and their issue. By a codicil, bearing the same date as his will, the testator directed that his daughter Eila should derive no benefit under his will if she married a certain person therein named. By a second codicil, bearing the same date, the testator directed that his said daughter should receive no benefit under his will, but that his son should receive the portion allotted to her. In the will as engrossed for signature only the name of Lady McEacharn was inserted as a trustee, a blank being left for the names of the other trustees. These blanks were filled in throughout the will by the testator with the names of the other trustees except in the clause above set out, where the blank was left blank. This summons was taken out by the trustees to have it determined:

(1) Whether, on the true construction of the will, the Australian property belonged to, or was payable to, the English trustees, or, alternatively, whether the widow was a trustee of it for the English trustees; (2) whether the revocation made in the second codicil of the gift to the daughter applied only to her life estate in the share given to her, or whether it extended to the interests of the remaindermen in such share; and (3) whether the trustees ought to insure the mansion house and premises out of the rents and profits.

EVE, J.—The testator executed his will on the 27th of August, 1909, and it is not immaterial to note that he executed two codicils on the same day. The will was prepared for signature with certain blanks left for the names of the trustees. Whether the testator had not made up his mind or whether he did not wish to disclose the names of the trustees does not appear, but the fact remains that the blanks were left. The testator filled up all the blanks except one with the names of two other trustees, but on page 3 he directed his Australian trustees to pay over the proceeds of his Australian property to his wife, and then followed a blank, apparently left for the names of the other two trustees. On that hypothesis the will is consistent throughout. The blank is not bridged over in any way, and therefore the trust of the proceeds reads as an absolute gift to the wife. But it is said that this construction is inconsistent with what goes before and what follows. It is contended on behalf of the remaindermen that when the whole will is looked at the conclusion is irresistible that the testator omitted the names by accident. I agree that the will was prepared on that footing, but what I have to determine is what was intended by the testator. He was apparently a man who often changed his mind, and changed it twice in one day, as the codicils show. There is therefore nothing improbable in coming to the conclusion that he changed his mind on this particular point. At least, the onus lies on the remaindermen to

show that he intended to fill in the blank. That onus has not been discharged, and therefore I am not in a position to say that the names were omitted inadvertently, and I must construe the will as I find it. Then it is said alternatively that the widow must be treated as a trustee. Some colour is given to this contention by the absence of such words as "absolutely" or "for her benefit." But there is nothing here to show that the widow takes otherwise than beneficially, and I cannot therefore impose upon her the character of trustee. With regard to the second question as to revocation, the testator by his will gave his English property to his wife for life, with remainder to his children and their issue. On the same day he made a codicil by which he directed that his daughter should derive no benefit under his will in case she married a certain person. If that contingency had happened, I think the revocation would only have extended to the life interest. But that codicil was superseded by another, whereby he directed that his daughter should receive no benefit under his will; and the question arises whether the revocation affects only the gift to the daughter or extends to the interests of the remaindermen. The principle of the decision in *Re Whitehorne* (1906, 2 Ch. 121) is to be found in *Alt v. Gregory* (8 D. M. & G. 221), where Turner, L.J., said: "The testator there stops in his recital with the gift to his son. Had he meant to alter the disposition in favour of his grandchildren he would have recited that disposition." Here the testator stops at the gift to his daughter and makes no reference to grandchildren. I think, therefore, he intended only to exclude the daughter, and that the revocation does not extend to the remaindermen. With regard to the third point, the question arises whether the trustees ought to insure the mansion house and premises against fire, and pay the premiums out of income. It is contended: (1) That there is an explicit trust for the payment of necessary expenses, and that this is a necessary expense; and (2) that the trustees have power under section 18 of the Trustee Act, 1893, to insure, and that they ought to exercise that power. I cannot accede to either contention. A policy of insurance may be a proper expense for a trustee to incur, but it is not a necessary expense. If it were a necessary expense, then neglect on the part of the trustees to insure would make them personally liable. But it is obvious from *Bailey v. Gould* (4 Y. & C. 221) that the court does not hold trustees liable as for wilful default on non-insurance against fire. According to Lewin on Trusts, p. 702, trustees are justified in insuring, but it is not suggested that the section alters the incidence of payments as between tenant for life and remaindermen. Unless, therefore, I can find an obligation to insure in the will, I ought not to hold that the trustees are bound to insure out of income. I do not say what the trustees ought to do; I only say that they are not bound to insure out of income.—COUNSEL, A. C. NEBBITT; P. O. LAWRENCE, K.C., and QUINN; STEWART SMITH, K.C., and RASHLEIGH; SARGANT; CROWDY. SOLICITORS, WADSWORTH & MALLESON.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Solicitors' Cases.

WOODBRIIDGE & SONS v. BELLAMY. C.A. No. 2. 12th Jan.

SOLICITOR—AGREEMENT BY CLERK NOT TO CARRY ON THE PROFESSION OF A SOLICITOR—PROHIBITED AREA—OFFICE OUTSIDE AREA—ADDRESSING LETTERS WITHIN AREA.

The defendant, on entering the plaintiffs' service, agreed that he would not at any time carry on the profession of a solicitor either directly or indirectly within a prohibited area. After leaving the plaintiffs' service the defendant opened an office outside the prohibited area. On one occasion he was consulted by a client who lived within the area, and wrote letters in connection with the matter both to the client and to another person who lived within the area.

Held, that this was not such a breach of the agreement as to justify the court in granting an interlocutory injunction.

Decision of Eve, J., reversed.

This was an appeal from a decision of Eve, J. (reported *ante*, p. 126), on a motion to restrain the defendant from carrying on the profession of a solicitor within a certain area in breach of an agreement to that effect. The plaintiffs were a firm of solicitors carrying on business at Brentford and in London, and in March, 1902, they advertised for a managing clerk. In reply to such advertisement the defendant, a solicitor, called on the plaintiffs at their London office, and, subject to references, was engaged by them at a salary of £140. On the 4th of April the plaintiffs wrote: "We shall be glad to engage your services and to have the benefit of them at the earliest moment. We understand from your letter that you can be with us on the 17th. We shall be glad if you will be here on that date accordingly." On the 16th of April the defendant commenced his duties, and on that date he signed the following agreement: "In consideration of your agreeing to employ me in your business as solicitors at your offices at Serjeants' Inn and Brentford in the capacity of conveying clerk at both offices and as representative advocate at Brentford at a salary of £140 per annum, I hereby undertake and agree that I will not at any time during my employment or after the determination thereof: (1) Divulge or disclose secrets or information coming to my knowledge in the course of my employment or relating to the business; (2) carry on within five miles of the Town Hall, Brentford, the profession of a solicitor either directly or indirectly." The defendant remained with the plaintiffs' firm until March, 1909, when he left on a three months' notice, and took an office outside the prohibited area, though he continued to

reside at Brentford. Subsequently the plaintiffs discovered that the defendant had done business for a former client of the plaintiffs' residing within the prohibited area, though the business was transacted at the defendant's London office. Eve, J., was of opinion that the act complained of was a breach of the agreement, and he granted an interlocutory injunction in the terms of the notice of motion. The defendant appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and KENNEDY, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R.—This is an appeal from an order of Eve, J., made on an interlocutory application restraining the defendant from carrying on the profession of a solicitor contrary, as is alleged, to the terms of an agreement that he has entered into. Various points are capable of being raised, but, in my judgment, it is sufficient to dispose of the case on one ground. The defendant admittedly executed the agreement of 1902. The injunction goes on the fact that there has been a breach of that agreement. The defendant left the plaintiffs' service in 1909; he then took an office in the Strand, London, where, in his own name, he holds himself out as a solicitor entitled to practise. That is, of course, well outside the radius of five miles from Brentford. What has it been proved that he has done? With great respect for Eve, J., I am entirely unable to follow the consequences that he deduces from the facts stated in his judgment. I ask myself what is the meaning of a covenant by a solicitor that he will not within a given radius carry on the business of a solicitor. Is it possible to say that a solicitor carries on business as a solicitor in every place to which, on behalf of a client, he writes a letter making a demand upon someone? It seems to me that that proposition is too outrageous to require examination. We are asked to say that certain acts, which are not proved here, might or might not be carrying on the profession of a solicitor. I am not disposed to go into that in the present case. There may, of course, be a colourable evasion of an agreement as there was in *Turner v. Evans* (2 De G. M. & G. 740), but we have nothing like that here. We are asked to say that the covenant amounts to this, "I will not do business for any client living within the area." A solicitor wishing to impose such a restriction on his clerk must not use the general language of this agreement; he must use far more precise terms. If I had taken a different view of the meaning of this covenant there would be a grave doubt whether, as so interpreted, it would not be unreasonable. However, on the facts, as undoubtedly proved, the defendant has carried on his business in the Strand and not within a radius of five miles from Brentford. I say nothing as to what may be proved at the trial of the action. The injunction must be discharged.

FLETCHER MOULTON, L.J., delivered judgment to the same effect.

BUCKLEY, L.J., in the course of a judgment allowing the appeal, said that, in his opinion, the case of *Edmundson v. Bender* (1905, 2 Ch. 320) had no bearing on the present case.—COUNSEL, *Clayton, K.C.*, and *Bovill, P. O. Lawrence, K.C., Grant, K.C.*, and *Ribton*. SOLICITORS, *W. H. Bellamy; W. H. Dale*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

Societies.

The Law Society.

A special general meeting of the members of the society will be held in the hall of the society, on Friday, the 27th January, at two o'clock, for the purposes hereinafter mentioned.

Mr. Charles Ford will ask:—(1) "Whether the Council will consider the desirability of inviting the members of the profession to subscribe, say, a thousand guineas or some other suitable sum, to the fund being raised for providing a Memorial to His late Majesty King Edward VII., or whether—in the alternative—the Council will increase out of the funds of the society the subscription of one hundred guineas already voted by the Council for such Memorial?" (2) "In what cases have the Council during the past five years refused to make education grants; and upon what basis is the total grant at present limited to £2,150?"

S. P. B. BUCKNILL, Secretary.

Annual General Meeting of the Bar.

The annual general meeting of the Bar was held on Wednesday. The Attorney-General, who presided, said that the past year had been comparatively uneventful. The most important event had been the appointment of two additional judges of the King's Bench Division, and he was glad to state that that step had proved most beneficial to the interests of the public at large. The result had been that arrears had been very considerably reduced.

Mr. W. ENGLISH HARRISON, K.C. (chairman of the General Council), in moving the adoption of the annual statement of the Council, said that the Council had prepared and furnished to the Divorce Commission particulars and statistics to shew the present congested condition of business of the county courts and the difficulty of obtaining continuity of trial. Their contention was that the county courts, under the present system, were hardly fitted for the trial of a case which was likely to occupy any substantial length of time—a day or a day and a half—and that therefore no proposal to confer jurisdiction in divorce and matrimonial causes on the county courts should be entertained.

Mr. LEVETT seconded the motion, which was adopted.

Sir EDWARD CLARKE, K.C., moved: "That, in the opinion of the Bar, a shortening of the Long Vacation, by which it would begin on

the 1st of August and end on the 30th of September, would be in the interest of the profession as well as of the public." He said that for a particular time of the year and for a very long time they impeded the administration of justice, they put it out of gear, and they not only seriously interfered with the commercial life of the country, but with the welfare of the profession itself. At least 90 per cent. of the workers of the world had no holidays at all, except a few occasional days each year and the seventh day rest. The small minority were able to give themselves holidays from time to time, but none to the extent to which the Bar had hitherto declared its claim. If they looked at the calendar for this year they would find there were fifty-three Sundays in the year, leaving 312 working days. According to the present arrangements, so far as sittings were concerned, ninety-six days were holidays, leaving 226 days for work. Those 226 days included thirty-five Saturdays, with regard to which it was the most wholesome practice that in some courts there was no sitting at all and in others that the sitting should be very light. The result of that was that during the year the members of their profession got a very large number of days of rest. In his opinion the two months of August and September were sufficient for every possible requirement of health and strength.

Mr. P. T. BLACKWELL seconded the motion, with an addition—accepted by Sir E. Clarke—to the effect that "pleadings may be amended, delivered, or filed in the Long Vacation on and after the 21st of September in any year."

Mr. BOYDELL HOUGHTON opposed the motion on the ground that the grievance which the public had until recently as regards delay had been removed by the appointment of two new judges. It was unreasonable within a few months to propose to carry out a new remedy for a disease which they firmly believed would in the course of a month or two become non-existent. He opposed the motion also in the interests of the Bar generally.

Mr. AUSTEN CARTMELL said that so far as Chancery work was concerned, the interests of the public did not require that the Long Vacation should be shortened by a single day. The Chancery Courts were well up to their work; they had no arrears. The system of linked judges had worked admirably, and every day there were applications to postpone the hearing because the parties were not ready.

The motion was lost by a large majority.

The Incorporated Law Society of Liverpool.

The following are extracts from the report of the committee presented to the eighty-third annual meeting of the Incorporated Law Society of Liverpool:—

Members.—The society now consists of 404 members. The number of barristers and others, not being members, who subscribe to the Library is sixty-six. During the past year fourteen new members have been elected. During the same period six members have died and nine members have ceased to belong to the society.

"Warr" Memorial.—Mrs. A. F. Warr has kindly presented to the society a bronze cast of the marble bust which was placed in the Library of the University of Liverpool, and which forms part of the public memorial to the late Mr. A. F. Warr. The cast has been placed in the library of the society, and the committee desire to record their thanks to Mrs. Warr.

Legal Education.—The Board of Legal Studies and the Faculty of Law in the University of Liverpool have during the past year arranged courses of lectures and classes on all subjects covered by the intermediate and final examinations of the Law Society, as well as on the subjects necessary for students reading for a law degree in the University. The number of lectures delivered and classes held during the session was 713, divided into seventy-nine courses, and the number of class entries was 585. The lectures and classes covered elementary and advanced courses in the following subjects:—Conveyancing, Real Property, Personal Property, Equity, Contracts, Torts, Commercial Contracts, Bankruptcy, Bills of Sale, Company Law, Insurance, Admiralty Law and Practice, Ecclesiastical Law, Negotiable Instruments, Carriage of Goods, Libel and Slander, Criminal Law, Proceedings before Justices, Probate and Divorce, Evidence, Civil and Criminal Procedure, Conflict of Laws, Roman Law, Jurisprudence, English Constitutional Law, Stephen's Commentaries, and Book-keeping. The committee ask for the co-operation of the members by urging upon their articulated clerks the importance of availing themselves of the facilities provided by the Law School.

"Rupert Bremner" Medal.—Mr. George F. Bremner and Mr. W. Ernest Corlett kindly offered to found a prize in memory of the late Mr. Rupert Stanley Bremner, for many years a member of the society. The committee gratefully accepted the offer, and desire to record their thanks to Mr. Bremner and Mr. Corlett for their generous gift. The donors expressed the wish that the prize should take the form of a gold medal, to be provided out of the interest arising from a sum of £150 invested in Mersey Dock securities, and be competed for by candidates not above twenty-five years of age, who shall have been originally articulated to solicitors practising in Liverpool, and shall have passed not less than two-thirds of the entire period of service under articles in that city. The prize is to be awarded to the student who, from among the candidates for the honours examinations of the Law Society in any year is reported by the examiners as having shown himself best acquainted with the principles of Law and Procedure in matters usually determined or administered in the King's Bench Division of the High Court and in Bankruptcy. The committee desire to express

the thanks of the society to the council of the Law Society, who have kindly undertaken the award of the prize.

Civil Business in Lancashire.—The new arrangements for the conduct of civil business in Lancashire, inaugurated by the Privy Council Order of July, 1909, under which a judge of the King's Bench Division is assigned to take civil business set down for each of the sittings of the High Court at Manchester and Liverpool, has so far worked well, and has undoubtedly proved to be a considerable improvement on the old assize system. Mr. Justice Grantham, in his addresses to the grand jury both at Manchester and Liverpool, at the last spring assizes, criticised the new arrangements unfavourably, and particularly commented on the fact that the civil and criminal business did not always commence at the same time at Manchester or Liverpool. On the 15th of June a memorial, signed by eighty members of the Northern Circuit, was presented to the Lord Chief Justice, requesting "that an endeavour may be made to procure the supersession or amendment of so much of the Order in Council as requires the Crown sittings of the courts of assize at Manchester and Liverpool to be held on days different from those fixed for the civil sittings at those places, and, further, to enable the sittings to be held for such a length of time as to do away with the necessity for the resumed sittings." The memorial was referred by the Lord Chief Justice to a committee of judges, with Mr. Justice Grantham as chairman, and the committee were invited to forward to the committee of judges any observations which they desired to make upon the memorial. The committee regarded the principle of resumed sittings as an essential feature in the effective working of the new arrangement, and after conferring with the committee of the Manchester Law Association the views of the two societies were embodied in a joint memorial to the Lord Chief Justice. At the request of the committee of judges the presidents of the Manchester and Liverpool societies waited upon that committee and conferred with them on various points. As a result of the recommendations of the committee of judges the Order in Council of the 28th of June, 1909, was amended so as to ensure, as far as possible, that the civil judge shall sit at Liverpool and Manchester during the whole time that the judge taking criminal business is sitting there, and shall not, unless it is unavoidable, sit at either of such cities while the assizes are being held at Appleby, Carlisle, or Lancaster. The amended order also provides that at each assizes Liverpool shall be the first city and Manchester the second city, with power for the Lord Chief Justice to direct that Manchester shall be the first and Liverpool the second city for any judicial year commencing the 12th of October.

Taxation of Costs: Liverpool District Registry; Re R. W. Stead (L. R. 1910, 2 K. B., p. 713).—The attention of the committee was called by Mr. Arthur S. Mather to the decision in the above case, which arose out of an application in the Manchester District Registry (King's Bench Division) by originating summons for an order under the Solicitors Act, 1843, to refer to the district registrar for taxation a solicitor's bill of costs for non-contentious business. The matter was referred by the district registrar to the late Mr. Justice Walton, who dismissed the summons presumably on the ground that the district registrar had no jurisdiction to tax the bill, and his decision was affirmed by the Court of Appeal. The Master of the Rolls held that under ord. 65, r. 26a, the judge had power to make the order for taxation on an originating summons issued in the district registry, but held—and the other members of the court agreed with him—that the taxation was bound to take place in the taxing office in London, the district registrar not being the proper officer of the court to tax a bill for non-contentious business. He pointed out that whilst the district registrar at Liverpool or Manchester was, by ord. 35, r. 6a, made the taxing officer in matters proceeding in the registry in the Chancery Division, he could find no authority given to a district registrar to tax costs in matters proceeding in the King's Bench Division, except such as was contained in rule 4 of the same order, and that was only when a final judgment was given. In view of the inconvenience which would arise if it should be held, consequent upon the foregoing opinion of the Master of the Rolls, that a district registrar had no power to tax costs in an action in the King's Bench Division before the entry of final judgment, and also to remove any doubt as to the power of the district registrars at Liverpool and Manchester to tax costs under the Solicitors Act, the committee communicated with the Lord Chancellor and the Master of the Rolls, and submitted draft amendments to the rules to meet both points. The committee desire to acknowledge the valuable assistance rendered by Mr. Mather, and they are pleased to report that the suggested amendments have been accepted by the Rule Committee, and the altered rules are now in force.

Poor Man's Lawyer.—The committee of the Poor Man's Lawyer Department have reported that the number of cases dealt with at the Victoria Settlements and the University Settlement since the inauguration of the scheme in July, 1909, up to the 1st of November this year is 695. Of these about seventy cases were further investigated by the solicitors on the rota, and the applicant advised as to the proper course to take. Both Settlements have appointed competent persons to make investigations regarding the means of the applicants in compliance with the regulations laid down by this society.

Workmen's Compensation Act, 1906.—The Liverpool Steam Ship Owners' Association communicated with this society, suggesting that the law societies and chambers of commerce should join in making representation to the authorities as to the necessity for the courts devoting a sufficient time to deal promptly with applications under this Act. It was pointed out that in many courts applications do not come on for hearing for six weeks or more after the request for arbitration is filed. The committee expressed their willingness to co-operate in making the

following representations:—(1) That the period between service of proceedings and the hearing day should be reduced to fourteen days in the case of an arbitration, and ten days in the case of a review, the registrar having power to extend the time or expedite the hearing in either case, and that any necessary abridgments of time consequent on these alterations should be made in other rules. (2) That workmen's compensation cases should be put in a list available for inspection on the previous day. (3) That all questions of apportionment, payments to widows, and similar non-contentious work should be taken either in chambers or on regular days, when there is no other workmen's compensation business awaiting hearing. (4) That there should be power to the registrar to postpone the issue of execution on good cause shown. (5) That there should be power to the judge to fix a lump sum in respect of costs. (6) That the particulars to be given by applicants should include the names of employers and the rates of earnings during the last preceding twelve months, and that there should be power to order delivery of further and better particulars.

Solicitors Acts Amendment Bill, 1910.—A Bill was introduced into the House of Commons last session by a private member, by which, *inter alia*, it was sought to provide that any person who should have served twelve years in a solicitor's office should be entitled to proceed to the final examination. The committee were of opinion that the Bill was one which should be opposed, and they requested the Liverpool members of Parliament to oppose the second reading. The promoters of the Bill did not, however, proceed with the measure.

The Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 12th of January, 1911, Mr. F. W. Emery in the chair. The other directors present were: Mr. P. W. Chandler, Mr. T. H. Gardiner, Mr. W. P. Richardson, Mr. J. E. W. Rider, Mr. G. L. Stewart, Mr. Mark Waters, Mr. W. M. Woodhouse, and the secretary (Mr. E. E. Barron). The sum of £30 was voted for the relief of necessitous cases. One new member was elected, and other general business was transacted.

Obituary.

Mr. R. W. Pearless.

We regret to announce the death, on the 13th inst., of Mr. Reginald Wilson Pearless, solicitor, of East Grinstead, Sussex. He was admitted in 1869, and carried on an extensive practice in partnership with Mr. James Richardson Pearless, LL.B. (the registrar of the county court), and Mr. C. G. de Rougemont, under the firm of Pearless, Sons, & De Rougemont. In former years he was not an infrequent correspondent of this journal. He was, we believe, greatly esteemed at East Grinstead and in the neighbourhood.

Legal News.

Appointments.

Mr. JOHN CUTLER, K.C., has been re-elected Chairman of the Board of Studies in Laws of the University of London, and Mr. G. H. J. HURST, barrister-at-law, has been elected Secretary.

Mr. THOMAS BAINES, solicitor, of the firm of Wetherfield, Son, & Baines, of 1, Gresham-buildings, Guildhall, London, has been appointed Clerk to the Justices of the Wandsworth Division.

Mr. C. L. NORDON, LL.B., of the firm of Messrs. Nordon & Drury, Cross Keys House, 56, Moorgate-street, E.C., has been appointed a Commissioner for Oaths.

Mr. JOHN CHARLES BROOKHOUSE, of Queen's House, 8 and 9, Queen-street, Cheapside, E.C., solicitor, commissioner for oaths and perpetual commissioner, has been appointed a Commissioner of the High Court of Judicature for the North-West Provinces of India, to administer oaths and take acknowledgments of married women.

Mr. HOWELL COATH, solicitor, chief assistant solicitor to the city of Sheffield, has been appointed Town Clerk of Swansea, in succession to Mr. J. Thomas, who has retired after holding the office for thirty-five years. Mr. Coath was admitted in 1902.

Changes in Partnerships.

Dissolution.

GEORGE ARTHUR GODFREY and WILFRID HENRY GODFREY, solicitors (Godfrey & Godfrey), 4 and 5, West Smithfield, London. Dec. 31. Such business will be carried on in the future by the said Wilfrid Henry Godfrey. [Gazette, Jan. 13.]

General.

Lord Welby writes to the *Times* to complain that, having been summoned as a witness in a case at the Royal Courts, he was told that there was no waiting-room for men, and that he must wait in the court or outside in the corridor. The court was full, and he was obliged to remain outside. He was not called as witness during the whole day, and had to walk or sit on a wooden bench in a draughty corridor for five hours—that is, till the court rose. He asks if this was not an unnecessary penalty to inflict on an old man of seventy-eight, whose only offence was that he had obeyed the call of the State to attend in aid of justice. [It appears that there are several waiting-rooms for male witnesses on the level of the Central Hall.]

"The surest way of finding out whether a man is a good fellow," Sir John Holker once said to Lord James of Hereford, "is to see whether, after a day's fighting at Nisi Prius, you want to walk back from Westminster to the Temple with him." Lord James of Hereford remarked, says a writer in the *Globe*, in recalling Sir John Holker's saying, that he always wanted to walk homewards with Lord Halsbury. Two other notable opponents in the forensic arena—equally strong opponents, too, in the political world—have maintained the same friendly relations. At the banquet given to Sir Rufus Isaacs by the Maccabees Sir Edward Carson described himself as the Attorney-General's "traditional enemy and lifelong friend." One pleasing proof of the great friendship of these stout adversaries is that the ex-Solicitor-General has recently acted as "sponsor" to the Attorney-General's son on his admission at the Middle Temple.

At the Maidstone County Court, before his Honour Judge Emden, says the *Times*, a carman applied for an award under the Workmen's Compensation Act, having, it was asserted, suffered from neurasthenia as the result of an accident which he met with in May last. A doctor who examined the applicant stated that he could discover no signs of shock or anything likely to cause neurasthenia. His Honour, in dismissing the action, said it ought not to have been brought. The applicant was alleged to have suffered from neurasthenia, a complaint which was very little heard of until the Workmen's Compensation Act came into operation, but which now appeared to be rapidly increasing. The number of workmen suffering from neurasthenia was extraordinary, and he felt sure that none of these workmen knew what the malady was until the Compensation Act was passed. The worst of these cases was that they destroyed the nice feeling between master and workman which existed before the passing of this Act. Such cases also shewed an absence of self-respect and manly independence on the part of the workmen. If the Act in question had not been passed the court would not have been troubled with such a claim as that.

The ancient hall of the Middle Temple was, says the *Times*, on Friday evening in last week, the scene of an incident said to be unique in the history of the society—namely, the presentation to Mr. H. W. Darling, who holds the historic office of Chief Butler, and other offices in the society, with a testimonial from the society on the completion of a term of fifty years' uninterrupted service. The hall was crowded at dinner with members of all four grades in the society—masters of the bench, "ancients," barristers, and students, twenty-two of the masters of the bench being present. At the conclusion of dinner, after grace had been said, the Master-Treasurer (Mr. H. D. Greene, K.C.), addressing Mr. Darling in a speech which was loudly cheered, congratulated him on the success of his long term of office and the high esteem in which he was held by all the members, and mentioned the interesting fact that of the present benchers only six were members of the Bar when Mr. Darling first became Chief Butler—namely, Lord James, Lord Lindley, Sir Alfred Wills, Sir Gainsford Bruce, Mr. Danney, and Mr. Digby. The Treasurer concluded by presenting to Mr. Darling a cheque for £150 and a beautiful silver rose-bowl suitably inscribed; and Mr. Darling expressed his thanks in a short speech.

The Lord Chief Justice, writing in the *Journal of the Society of Comparative Legislation* on the recent International Law Association Conference, says that one of the subjects which received more consideration than at previous conferences was that of the administration of the criminal law, and most interesting papers on the differences of the criminal procedure in France and Great Britain were read by M. de Monlue and Mr. Ernest Todd, and by Mr. Charteris on the criminal procedure in Scotland. These papers and the discussion which followed upon them shewed clearly that each country has much to learn from the other two. To an English lawyer the procedure in France, whereby the accused is at the early stages of proceedings subjected to a severe cross-examination, and the judge presiding at the trial appears as an advocate, is very distasteful. On the other hand, the practice which prevails in England of allowing a prisoner to develop a defence at the trial without any notice beforehand to the prosecution does not promote the interests of justice; it is a snare to the innocent, and may at times enable the guilty to go unpunished. It would be well worth the while of some competent student of the criminal law to frame a scheme in which the best features of the English, Scottish and French systems might be combined, both as regards the original procedure and the right and practice on appeals. This subject has not hitherto very closely engaged the attention of the members of the association. It is not saying too much to express the hope that the very valuable papers contributed at the last congress may induce experts in criminal law in this country and in others to approach the problem of formulating an ideal system following on the work hitherto performed by the association.

A deadlock arose in Mr. Justice Bargaive Deane's court this week, says the *Evening Standard*, in consequence of the settlement of an Admiralty case. His lordship sent into the President's court for a jury divorce case, and one was transferred. Counsel went to the length of opening the case, and then found that neither his solicitor nor witnesses were present. In another case it was stated that the people concerned were in the train on their way to town. His lordship remarked that this showed great negligence on the part of solicitors. They had no right to assume that because there were other cases in the list before them their cases would not come on till late in the day. The cases would be struck out of the list, and must be reinstated at the solicitors' own expense. The cases were accordingly struck out, but were, later in the day, restored to the list.

A curious judgment has, says the *Evening Standard*, been delivered in Paris in a case before the Fifth Chamber, where a M. Vallanet was sued by a Mme. Garsonnet for £720 on a written contract as follows: "I promise to pay 6 per cent. on the dowry of Mme. X— in case I marry her. Half the sum shall be paid on the day after the wedding and the other half during the following month." The marriage took place, but no commission was ever paid. M. Henri Robert pleaded that the contract was null, as being immoral in its basis, and the judgment commenced as follows: "Considering that matrimonial brokerage, with its percentage on a dowry, assimilates marriage to an enterprise in which money plays an essential part; that this mercantile conception is contrary to the intention of the law as expressed in articles 1212 and the following ones of the civil code; that it is also contrary to good family morals; that it is still more opposed to the reforming ideas of our time which tend towards giving a conjugal union the fragile foundation of love. Considering that the courts ought now to throw it" (brokerage) "out of their decisions, with all the more care because by making a business of marriage divorce allows a trade to be made out of it which, for its exercise, finds auxiliary trades, such as matrimonial and divorce agencies." On these grounds the court threw out the claim as "immoral."

The Maccabean Society gave a dinner on Saturday in honour of the appointment of Sir Rufus Isaacs to the post of Attorney-General. Mr. Arthur Cohen, K.C., presided, and among these present were the Lord Chief Justice, the Solicitor-General, Lord Justice Fletcher Moulton, Sir Edward Carson, K.C., and Sir George Lewis. In reply to the toast of his health, Sir Rufus Isaacs, says the *Times*, remarked that he could not help remembering that when he made his early advent as a student of the Middle Temple there was one man he had looked up to as a model to be followed—Mr. Arthur Cohen. He had also set before him as an example the first Jew to become a member of the English Bar, Sir Francis Goldsmid. It was really quite curious to see how, in some respects, he had travelled along the same path as he had trodden. He was the first Jewish member of the English Bar and the first Jew to take silk. He had said—and some of them had reason to be grateful for it—that he chose that career for himself in order that he might open it to the members of his community. In the year in which he (the speaker) was born Sir Francis Goldsmid had been elected to Parliament, and had represented Reading in the Liberal interest. He (the speaker) now occupied a house near Reading on the Goldsmid estate in which Sir Francis had once lived. Another exemplar that he had striven to follow was that of Sir George Jessel, who had been the first Jewish Officer of the Crown. He thought he could lay claim to no higher distinction than this, that during the years he had been at the Bar he had striven to uphold the highest traditions of the English Bar. The Bar was not altogether a bed of roses. If one was successful it was all roses and no bed, and if unsuccessful all bed and no roses.

In the case of a man named Studds, who was found guilty at the Central Criminal Court in October, 1909, of publishing a libel concerning Mr. William Garner, solicitor, and in which the Common Serjeant, before whom the trial took place, made an order under the Costs in Criminal Cases Act, 1908, that the costs of the prosecution should be paid out of the funds of the county, counsel for the prosecution applied, on the 12th inst., says the *Times*, that an order should be made for an increased amount of costs beyond the sum allowed by the taxing master of the court. Counsel said that the bill of costs presented by the solicitor for the prosecution to the officials of the Central Criminal Court in pursuance of the Common Serjeant's order for the payment of costs amounted to £230. The bill had not been taxed, but an allowance of £30 had been made. The old law was contained in the Act 7 Geo. 4, chap. 64, sections 22 and 23, as amended by 14 and 15 Vict., chap. 55, sections 2 and 5 (the Criminal Justice Administration Act). Under the old Act this court had been in the habit of making only small allowances, entirely inadequate to reimburse prosecutors for the costs incurred in conducting prosecutions. The Recorder had called attention to the dearth of private prosecutions, one reason for which, counsel said, might well be the smallness of the allowances. The Common Serjeant said he had consulted the Recorder on the question, and he agreed with him that under the first section of the Act of 1908, with regard to costs in criminal cases, the particular court which tried the case, and which had power to direct the costs of the prosecutor to be paid by the local fund, had the power to give special directions with regard to what costs should be paid, and that under that power he (the Common Serjeant) was bound, as having tried the case, to consider what directions should be given. He had looked through the bill of costs which had been presented in this case, and it appeared to his mind that there was a good deal there which could not reasonably be charged to the public on taxation, but at the same time the amount at present allowed by the

taxing master was quite insufficient, and it was a case in which a special order should be made. The libel was one which it was necessary for the prosecutor to bring into court, and the publication which contained the specific libels on him was a libel on various public officials, from judges downwards. He did not think that, without special circumstances, an order should be made for the payment of costs beyond the usual meagre scale customary in this court. There being special circumstances in this case, he should make an order that special costs should be allowed. He was not going to fix the amount absolutely. He thought that the taxing officer should again consider the bill presented for the costs of the prosecution, and allow all the expenses reasonably incurred in bringing the case thoroughly before the court, the amount not to exceed 100 guineas, and he would accordingly make that order.

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval College at Osborne and Dartmouth.—Gieve, Matthews, & Seagroave, 65, South Molton-street, Brook-street, London, W. [ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COUNTY No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday, Jan. 23	Mr Theod Church	Mr Bloxam	Mr Syngo Goldschmidt	Mr Farmer Hixham
Tuesday	24 Syngo Goldschmidt	Theod Church	Beal	Thood Church
Wednesday	25 Greaswell	Syngo Goldschmidt	Borror	Syngo Goldschmidt
Thursday	26 Beal	Greaswell	Leach	
Friday	27			
Saturday	28			

Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EY.
Monday, Jan. 23	Mr Beal	Mr Church	Mr Greaswell	Mr Leach
Tuesday	24 Borror	Syngo Goldschmidt	Borror	Farmer Hixham
Wednesday	25 Greaswell	Leach	Leach	Thood Church
Thursday	26 Bloxam	Beal	Farmer	Syngo
Friday	27 Theod	Borror	Bloxam	
Saturday	28			

Circuits of the Judges.

The following Judges will remain in town: THE LORD CHIEF JUSTICE OF ENGLAND, PHILLIMORE, J., PICKFORD, J., and SCRUTTON, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

WINTER ASSIZES, 1911.	NORTHERN.	WESTERN.	S. EASTERN.	MIDLAND.	OXFORD.	N. WALES.	S. WALES.	N. EASTERN.
Commission Days.	Grantham, J. (1) A. T. Lawrence, J. (2)	Lawrence, J. (1) Darling, J. (2)	Ridley, J. (1) Bucknill, J. (2)	Channell, J. (1) Hamilton, J. (2)	Bray, J. (1) Bankes, J. (2)	Lord Coleridge, J.	Lush, J.	Avory, J. Horridge, J.
Wed. Jan. 11	Devizes	Huntingdon	Welshpool	Haverfordwest
Friday 12	Cambridge	Dolgelly	Lampeter
Monday 15	Borchester
Tuesday 16
Wednesday 17
Thursday 18	Taunton
Friday 19
Saturday 20
Monday 21
Tuesday 22
Wednesday 23
Thursday 24
Friday 25
Saturday 26
Monday 27
Tuesday 28
Wednesday 29
Thursday 30
Friday 31
Saturday 1
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Saturday 31
Monday 1
Tuesday 2
Wednesday 3
Thursday 4
Friday 5
Saturday 6
Monday 7
Tuesday 8
Wednesday 9
Thursday 10
Friday 11
Saturday 12
Monday 13

Winding-up Notices.

London Gazette.—FRIDAY Jan. 13.

JOINT STOCK COMPANIES. LIMITED IN CRANCY.

BRITON BRATING RING, LTD.—Petn for winding up, presented Jan 6, directed to be heard Jan 24. Vincent & Vincent, Budge row, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23.

CATHOLIC PAPERS, LTD.—Petn for winding up, presented Jan 6, directed to be heard Jan 24. Webb, 85 Holen's pl, solr for the petntr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23.

CONSOLIDATED GOLD TRUST, LTD.—Petn for winding up, presented Jan 9, directed to be heard Jan 24. Glazier, Essex st, Strand, solr for the petntr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23.

FINMAX, LTD.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to John Alderson Mayo, Church st, Yeovil. Mayo & Son, Yeovil, solrs for the liquidator.

FRANCIS HARRIST & FOTHER, LTD.—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to Charles Thomas Appleby, 26, Corporation st, Birmingham, liquidator.

LONDON GAZETTE ELEVATOR CO, LTD.—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to John William Woodthorpe, Leadenhall bldg, Leadenhall st, liquidator.

MODERN SOCIETY, LTD.—Petn for winding up, presented Jan 7, directed to be heard Jan 24. Haslam & Hie-Evans, High Holborn, solrs for the petntr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23.

OXINA LEATHER CO, LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Charles R. Whitnall, 30, Brunswick st, Liverpool, liquidator.

PATENT WOOD PIPE AND TUBE CO, LTD.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to John George Nixon, Jan 18, Dean st, Newcastle upon Tyne, liquidator.

S. F. HILL & CO, LTD.—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to William Henry Ambrose, 9, Courtney st, Plymouth, liquidator.

THOMAS ADAMS & SONS, LTD.—Petn for winding up, presented Jan 10, directed to be heard Jan 24. Field & Co, Lincoln's inn fields, for Grimes, Gloucester, solrs for the petntr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23.

W. D. MORRIS, LTD.—Petn for winding up, presented Jan 6, directed to be heard Jan 24. Piesse & Sons, 15, Old Jewry chmbrs, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23.

WIMBORNE HIPPODROME, LTD.—Petn for winding up, presented Jan 3, directed to be heard at the Court House, High st, Kingston, Jan 27, at 2. Syer, Fenchurch st, solr for the petntr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23.

London Gazette.—TUESDAY, JAN. 17.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CHERRY (15th STREET) DRILL HALL CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 27, to send their names and addresses, and the particulars of their debts or claims, to William Innes Collins, 2, Salford's Hall st, Cannon st, Liquidator.

RESIDENT HOUSE PROPERTY AND INVESTMENT CO., LTD.—Petn for winding up, presented Jan 12, directed to be heard Jan 31. Osborn, Lendenhall st, solr for Co. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 30.

STARRY HILLS LAUNDRY CO., LTD.—Petn for winding up, presented Jan 6, directed to be heard at Kingston on Thames, Jan 27, at 2. Nicholson & Co, Coleman st, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 26.

WIMBORNE HIPPODROME, LTD.—Petn for winding up, presented Jan 3, directed to be heard at the Court House, High st, Kingston, on Jan 27, at 2. Styer, Fenchurch st, solr to the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 26. This notice is in substitution for that appearing on Jan 13, giving the day and date of the hearing of the petn as Thursday, Jan 27.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, JAN. 6.

LONDON GRAIN ELEVATOR CO., LTD.
ABERCHROMBIE & SON, LTD.
NATIONAL SALT CO OF VERREUR, LTD.
W. G. PHILLIPS & SONS, LTD.
GREAT WESTERN RAILWAY COFFEE TAVERN CO., LTD.
ABERDELE TANNERY CO., LTD.
FEAR CORPORATION, LTD.
JOHN TAYLOR & SONS, LTD.
SUNFIRE (WALTHAMSTOW), LTD.
LETTERWORTH FREEHOLD LAND, BUILDING, AND WATERWORKS CO., LTD.
COMMERCIAL ENTERPRISE, LTD.
H. J. ROYDANT & CO., LTD.
SOUTHERN BROS., LTD.
TOWERS SOUTH AFRICAN ESTATES, LTD.
LONDON PURE MILK ASSOCIATION, LTD.
BRANIFF & SONS, LTD.
ROMAN MIXING CORPORATION, LTD (Reconstruction).
MYRAN (ACCRINGTON), LTD.
ALXANDER & BAILEY, LTD.

London Gazette.—TUESDAY, JAN. 10.

BAIN SYNDICATE, LTD.
SAIKING SHIP "DOMA FRANCISCA" Co, LTD.
PROPER'S AGENCY, LTD.
BACILLITE SEWAGE PURIFICATION SYNDICATE, LTD.
AGROWIA Co, LTD.
KUKUBUKU SYNDICATE, LTD.
M. L. Co, LTD.
SWIN SYNDICATE, LTD.
EAST AND WEST OIL SYNDICATE, LTD.
PARAGON INVESTMENT AND REVERSIONARY Co, LTD.
TOWN AND COUNTRY PRESS, LTD.
MARSHALLS, LTD.
GREENACRES HILL TEMPERANCE INSTITUTE AND COFFEE TAVERN Co, LTD.
YORKSHIRE DISTRICT LIGHT RAILWAY SYNDICATE, LTD.
FULLER'S BOOT Co, LTD.
A. R. MACBETH, LTD.
WENTON EXPLORATION SYNDICATE, LTD.
INDIAN OILS SYNDICATE, LTD.
S. F. HILL & Co, LTD.
BUCKINGHAM GATE GARAGE AND MOTOR CAR Co, LTD.
THOMAS ADAMS & SONS, LTD.
ALL SPEED GEAR SYNDICATE, LTD.
PETROLEUM PROPERTIES SYNDICATE, LTD (Reconstruction).
ALMOY FLOUR PROCESS (1906), LTD.
ANGLO-INDIAN OIL SYNDICATE, LTD.
LONDON BURNHAM OIL SYNDICATE, LTD.
CONSOLIDATED ANGLO-JAPANESE Co, LTD.

The Property Mart.

Forthcoming Auction Sale.

MESSRS. FAREBROTHER, ELLIS, HENKTON, BREACH & Co., at the Mart: Freehold Residential Estate (see advertisement, back page, Dec. 17).

Result of Sale.

REVERSIONS, LIFE POLICIES, LIFE INTEREST AND DEBENTURE STOCK.

MESSRS. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 923) of the above-named interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realised being £7,839 12s. 6d.:-

ABSOLUTE REVERSIONS—

To £242...	...	Sold	£105
To £247...	...	"	£485
To £2,000...	...	"	£905
To £1,152...	...	"	£200
To £750...	...	"	£400
To about £1,073...	...	"	£150
To £253...	...	"	£175
ENDOWMENT POLICY for £5,000	...	"	£3,950
POLICIES OF ASSURANCE for £500	...	"	£285
LIFE INTEREST in £4,905 and other Contingent Interests	...	"	£180
DEBENTURE STOCK—Manx Electric Railway Co., Ltd.	...	"	£100
DEBENTURE STOCK and PREFERENCE SHARES—Robert Arthur Theatres Co., Ltd.	...	Sold	£275 2s. 6d.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JAN. 17.

GARDNER, JAMES, Saxmundham, Suffolk Feb 18 Roberts v Fry, Joyce, J Windus, Staple inn

A CARTOON of . . .

SIR MONTAGUE LUSH

appears in this week's issue of

"VANITY FAIR."

Orders for Copies should be given at once to your Newsagent or direct to the Publishers, "VANITY FAIR," AVENUE-CHAMBERS, 42, BLOOMSBURY-SQUARE, W.C.

Under 22 & 23 Vict. cap. 35.

London Gazette.—FRIDAY, JAN. 13.

BALDWIN, ROBERT, Diss, Norfolk, Farmer Feb 26 Jordan, Diss
BALLANCE, THOMAS, Whitkirk, nr Leeds Feb 25 Granger & Co, Leeds
BRIGGS, WILLIAM MARK, Walthamstow, Essex, Gas and Hot Water Engineer Feb 25 Odhams, Ladgate hill
BUNTING, ELI, Earlestown, Lancs, Builder Feb 14 Knowles, Widnes
BUTLER, JOHN, Fulbrough, Sussex, Builder Feb 18 Pitfield, Fawcett
COFFLE, MARY, Fernhill Heath, Worcester Feb 28 Gabb, Droitwich
COVE, DAVID, Bridgegate, Gloucester, Farmer Feb 18 Bevan & Co, Bristol
CROFT, FRANCIS EDGAR, Wetherby pl, South Kensington Feb 15 Mills, Lincoln's inn fields
CURTIS, RALPH, Newcastle upon Tyne Jan 31 Chartres & Youll, Newcastle upon Tyne
FAITHFUL, FRANCES TURNER, Ladbroke grove, Notting Hill Feb 25 Faithful & Davy, Arundel st, Strand
FEARN, GEORGE JOHN, Chisworth, Derby, Farmer Jan 31 Ireland, Glossop
GOODCHILD, WILLIAM, Bulwell, Nottingham, Boilermaker Feb 24 Attenborough & Sons, Thavies inn, Holborn circus
GOODMAN, GEORGE, Chalfont St Giles, Bucks Feb 25 Woodbridge & Sons, Uxbridge
GRANVILLE, ARTHUR CLIFFORD, Tottenham, Wool Merchant Jan 31 Barnes, Moor-gate st
HARGREAVE, THOMAS, Woodplumpton, Lancs Feb 15 Wilson & Co, Preston
HARTLEY, SAMUEL, Shipley, Horticultural House Builder Feb 10 Wright & Co, Bradford
HINDS, SARAH STOKES, Faversham, Kent Feb 25 Attenborough & Sons, Thavies inn, Holborn circus
JENNIS, MARY ELLEN, Fulbeck, Lincoln Jan 31 Langton & Passmore, Paper bldgs, Temple
JOHNSON, SARAH ANN, Harrogate, York Feb 11 Mackrell, Bradford
JONES, BENJAMIN, Southport Feb 17 Hill & Co, Liverpool
KIRKHAM, WILLIAM, Preston, Butcher Feb 4 Craven & Son, Preston
LEPOVITCH, DAVID, Albany st, Jan 3 Smith & Co, John st, Bedford row
LEVIN, LEWIN, Leadenhall st, Bead Merchant Feb 14 Longbourne & Co, Lincoln's inn fields
LOPER, GEORGE, Melkham, Wilts Feb 22 Eggar & Co, Brighton
LOUGH, AGNES, Ilford, Essex Feb 20 Forbes & Son, Mark ln
MARLER, SIDNEY, Sloane st, Belgrave, Estate Agent Feb 22 Allistone, Bedford row
MIDDLEBROOK, SAMUEL, Walsall Feb 18 Evans, Walsall
MILLWARD, FREDERICK VICTOR, Edgbaston, Birmingham, Consulting Surgeon Feb 1 Phelps & Keeling, Birmingham
MITCHER, SARAH, Whitley Bay, Northumberland Feb 25 Gibson & Co, Newcastle upon Tyne
MORGAN, Rev HENRY THORNHILL, Lincoln Feb 13 Ward & Moore, Lincoln
NIVEN, ROBERT, Liscard, Chester, Wine Merchant Jan 31 Glover, Liverpool
NORRURY, WILLIAM, Seedley, Salford Jan 31 Cobbett & Co, Manchester
PENNINGTON, PHILIP, Hyde, Chester Feb 25 Hibbert & Co, Hyde
PHRYSET, WILLIAM, Arley Kings, nr Stourport Feb 15 Watson, Stourport
ROLLO, Dame HARRIET ANNE, Bath Feb 14 J & W H Drutt, Bournemouth
ROBERTS, WILLIAM, Pedmore, nr Stourbridge Mar 1 Ternay, Queen st
ROSE, THOMAS WILLIAM, Norwich Feb 13 Francis & Back, Norwich
SABENTON, FREDERICK WILLIAM, Bournemouth Feb 11 Foyster & Co, Manchester
SINGLETON, JOHN, St Anne's on the Sea, Farmer Feb 14 Acroft, Blackpool
STRICKLAND, SEFTON WEST, Elm Park gdns, Chelsea, Barrister at Law Feb 10 Osgood, Hart st, Bloomsbury
THOMAS, WILLIAM HENRY, Exeter Feb 11 Dunn & Baker, Exeter
TOMLIN, CHARLES, Hedge End, Southampton Feb 21 Fewler, Southampton
TRYKE, GEORGE, Cheriton, Kent, Cycle Agent Jan 27 Gambrill, Folkestone
VINCENT, HENRIETTA, Yeovil, Somerset Feb 17 Watts & Co, Yeovil
WALKER, ANNA BLANCH, Weston super Mare Feb 20 Cousins & Botford, Cardiff
WALLIS, WILLIAM RICHARD, Northfleet, Kent, Licensed Victualler Feb 21 Lovell & Son, Gravesend
WELLS, ELLEN, Abbots Bromley, Stafford Feb 18 Lowe & Auden, Burton on Trent
WHARTON, ANNIE, Orton, nr Tebay, Westmorland Feb 11 Cartmel, Kendal
WHITESIDE, THOMAS, Preston Feb 16 Dean & Co, Preston
WHITESIDE, JANE, Preston Feb 16 Dean & Co, Preston
WILLMOTT, JOHN HENRY, Bronsdale villas, Kilburn, Solicitor Feb 13 Withers & Co, Arundel st, Strand
WILSON, ARNOLD MUIR, Sheffield, Solicitor May 1 Broomhead & Co, Sheffield
YOUNG, ELLEN, Twickenham Feb 15 Pollock & Co, Lincoln's inn fields

London Gazette.—TUESDAY, JAN. 17.

ACKLAM, GEORGE, Sheffield March 1 Taylor & Emmet, Sheffield
ARMITAGE, JOSHUA KAYE, Askers, York Feb 12 Armitage & Co, Huddersfield
BAGO, EMMA, Yardwall, Mark, Somerset March 1 Ford, Weston super Mare
BRACERIDLE, MATTHEW, Burnage, nr Manchester, Farmer Feb 28 Whitworth, Man chester
BREWER, EDWARD, Painswick, Gloucester Feb 17 Leigh & Co, Manchester
BURNETT, CHRISTINA, East Borgholt, Suffolk Feb 4 Hunter & Haynes, New sq
BYRD, GUSTAV, Fitzjohn's av Feb 27 Goldberg & Co, West st, Finsbury circus
CAREY, ROBERT JAMES, Weston super Mare Jan 31 Jones, Bristol
CHENNETT, WILLIAM, York, Engine Fitter Feb 11 King, York
COKER, THOMAS JOSEPH, Church ln, Whitechapel, Confectioner Feb 6 Ashbridge, Fenchurch st
COLLINS, WILLIAM, Derby, Wardrobe Dealer Mar 1 Thirby, Derby

COOPER, ANNIE SOPHIA, Ipswich Jan 27 Cannington & Co, Braintree
 CROONIE, MARY, Alderley Edge, Chester Feb 17 Leigh & Co, Manchester
 CROWTHER, JOSEPH, Lockwood, Huddersfield Feb 13 Sykes, Huddersfield
 CROWTHER, LYDIA, 8/one, Worcester March 31 Travis & Sheldon, Stourbridge
 DE JERSEY, WALTER BROCK, Guildford Feb 23 Hyland & Co, Cannon st
 DUFFY, JOSEPH, Walsend, Builder Feb 17 Daglish & Mulcaster, Newcastle on Tyne
 FENNER, EDWARD, Christchurch, Hants Feb 20 Morley & Co, Gresham House
 FISHER, ROBERT HARRY UNDERWOOD, East Southsea, Hants March 1 Hughes & Co, Budge row
 GIFFORD, The Honourable MAURICE RAYMOND, CMG, Grantham Feb 20 Morley & Co, Gresham House
 GODDIN, CHARLOTTE ELIZABETH CARLETON, Weston super Mare Feb 25 Stevens & Co Cardiff
 HALL, JOSEPH, Croydon Feb 13 Nicholson & Co, Chancery ln
 HOLDEN, ELIZABETH, Liverpool Feb 13 Laces & Co, Liverpool
 HOLME, JOHN Botcherby, nr Carlisle Feb 11 E & K J Hough, Carlisle
 IRWELL, HERMAN, Bickenhall mans, Gloucester pl Feb 21 Nicholson & Co, Coleman st
 LILLENFELD, ARTHUR, Bryanston sq, Stockbroker Feb 20 Morley & Co, Gresham House, Old Broad st
 LILLEY, JOHN, Spalding Lincs Jan 21 Crost, Spalding
 MCCLAREN, JAMES MARSHALL, Glasgow Feb 1 Bannatyne & Co, Glasgow
 MACDONELL, MARY ELIZABETH, New King's rd, Fulham Feb 11 Middleditch, London wall
 MANOCK, THOMAS, Milnrow, nr Rochdale, Saddler Feb 1 Wiles & Thompson, Rochdale
 MATHREW, JOHN, Westgate on Sea, Jeweller Feb 13 Hills & Shea, Margate

MAY, ELIZABETH Weston super Mare Mar 1 Ford, Weston super Mare
 METIEM, ELIZABETH, Ramsgate Feb 13 Hills & Shea, Margate
 METTAM, JOHN, Ramsgate Feb 13 Hills & Shea, Margate
 MILLER, THOMAS HASTINGS, Lee, Kent, Provision Merchant Feb 17 Townroe, Budge row
 NEAVE, DAVID CHALMERS, Aberfeldy, Perth Feb 28 Loughborough & Co, Austin Friars
 PULVERMAN, MARTIN, Church rd, Forest hill, Merchant Feb 15 Crump & Son, Leadenhall st
 ROLLS, MARY ANN, Broadstairs, Kent Feb 25 Rywe & Wilkie, Basinghall at
 SCOTT, ANN, Roath, Cardiff Feb 23 Lewis & Co, Merthyr Tydfil
 SILVSTER, ELIZA, Barnard Castle, Durham Feb 18 Holmes, Barnard Castle
 SYKES, GEORGE DYSON, Huddersfield Feb 13 Sykes, Huddersfield
 TURNBULL, CHARLES CORRETT, Cleeve Hill, nr Cheltenham, JP Feb 27 Beamish & Co, Lincoln's inn fields
 TURNER, ALICE JANE, Bowdon, Chester Feb 20 Harvey & Co, Manchester
 TURNER, WILLIAM, 84 Helens, Lancaster, Butcher Feb 13 Frodham, St Helens
 UPPON, STEPHEN, Lee Kent Feb 14 Warrington & Edmunds, Budge row
 WALTHAM, HARRIET, Harrogate Feb 23 Kirby & Son, Harrogate
 WATERS, THOMAS SWANSEA, Builder Feb 23 Thomas & Co, Swansea
 WINTER, GEORGE FAWCETT, Eton, Bucks Feb 11 Levegrove & Durant, Windsor
 WILLIAMS, HENRY, Audenshaw, Lancaster, Provision Merchant Feb 23 Chew & Sons, Manchester
 WILLIAMSON, ISABELLA, Maryport, Cumberland Feb 14 Cretar & Mason, Maryport
 WOZENCROFT, ANNIE MARIA, Boulton, Salop Feb 15 Weyman & Co, Ludlow, salop

Bankruptcy Notices.

London Gazette.—FRIDAY, JAN. 13.

RECEIVING ORDERS.

AUSTIN, WILLIAM BERRSFORD, Barnes, Surrey Wandsworth Pet Jan 9 Ord Jan 9
 BARROW, WILLIAM, Brighton, Cycle Agent, Brighton Pet Dec 30 Ord Jan 10
 BELL, THOMAS PETER, Hatfield Broad Oak, Essex, Grocer Chelmsford Pet Dec 8 Ord Jan 9
 BOSANQUET, ALBERT, Great Grimby, Blacksmith's Striker Great Grimby Pet Jan 10 Ord Jan 10
 BRILLIANT, LEWIS, Richmond rd, Dalston High Court Pet Jan 9 Ord Jan 9
 BAUTON, FREDERICK JOHN, Sirdar rd, Tottenham, Clerk Edmonston Pet Jan 9 Ord Jan 9
 CANALIN, DANIEL HENRY, Kingston upon Hull, Gent's Outfitter Kingston upon Hull Pet Jan 10 Ord Jan 10
 DAWSON, GEORGE ARTHUR, Wein, Salop, Baker Shrewsbury Pet Jan 11 Ord Jan 11
 DEAN, LUCY, Uppingham, Rutland Leicester Pet Jan 11 Ord Jan 11
 DUFFY, JOHN, Liverpool, Coal Barge Owner Liverpool Pet Dec 23 Ord Jan 11
 ENFIELD, WILLIAM HENRY, Southsea, Hants, Coal Merchant Portsmouth Pet Jan 9 Ord Jan 9
 ENGLAND, BARNES, Cantley, Norfolk, Dairyman Norwich Pet Jan 11 Ord Jan 11
 FAWCETT, ALFRED, Newton Hill, nr Wakefield, Pig Dealer Wakefield Pet Jan 9 Ord Jan 9
 FISHER, JOHN, Norwich, Butcher Norwich Pet Jan 11 Ord Jan 11
 FORD, WILLIAM, Hastings, Licensed Victualler Hastings Pet Jan 9 Ord Jan 9
 GERRISH, HARRY STEWART, Camden rd, Actor High Court Pet Jan 11 Ord Jan 11
 GRAVES, HENRY, Thurston, Leicester, Carpenter Leicester Pet Jan 9 Ord Jan 9
 GRIMBLE, HENRY JOHN SHOWLING, Kirkley, South Lowestoft, Bricklayer Great Yarmouth Pet Jan 10 Ord Jan 10
 HAISTONE, GEORGE, Winton, Bournemouth, Coal Merchant Poole Pet Jan 10 Ord Jan 10
 HALEY, JOHN ALBERT, Bradford, Journeyman Painter Bradford Pet Jan 9 Ord Jan 11
 HARRIS, FRANK EDWARD, and WILLIAM CHARLES, Maidens, Mon, Carriage Builders Newport, Mon Pet Jan 9 Ord Jan 9
 HUTTON, JONATHAN, Holbeck, Leeds, Boot Repairer Leeds Pet Jan 10 Ord Jan 10
 JONES, JOSHUA, Pencader, Carmarthen, Cabinet Maker, Carmarthen Pet Jan 9 Ord Jan 9
 JOYCE, ARTHUR, Bretherton, nr Preston, Waste Merchant Blackburn Pet Dec 3 Ord Jan 11

LANGLEY, ARTHUR, Pudsey, nr Leeds, Boot Dealer Leeds Pet Jan 10 Ord Jan 10
 LITTLE, ANDREW ARTHUR, Compton, Winchester Barnstable Pet Jan 10 Ord Jan 10
 MCCARR, HUGH, Heyham, Lancs Preston Pet Jan 11 Ord Jan 11
 MILES, CHARLES, Prestwick, Lanos, Tailor Salford Pet Jan 10 Ord Jan 10
 MOORE, GEORGE, Trowbridge, Wilts, Builder Bath Pet Jan 10 Ord Jan 10
 FRANK, ALFRED, Gosport, Hants, Foreman Stoker Portsmouth Pet Jan 11 Ord Jan 11
 PEARL, SYDNEY, Heckmondwike, Rag Merchant Dewsbury Pet Jan 11 Ord Jan 11
 PENN, JOHN, High Wycombe, Bucks High Court Pet Dec 7 Ord Jan 11
 POWELL, THOMAS, Blaenwrynff, Glam, Colliery Rider Neath Pet Jan 11 Ord Jan 11
 RAYNER, ALFRED DANIEL, Sumatra rd, Hampstead, Licensed Victualler High Court Pet Dec 22 Ord Jan 11
 SHERIFF, WILLIAM, Houghton le Spring, Durham, Oil Merchant Durham Pet Jan 10 Ord Jan 10
 START, ALFRED THOMAS, Blandacre, Derby, Lace Manufacturer Derby Pet Jan 9 Ord Jan 9
 STREED, WILLIAM HENRY, Altrincham, Motor Engineer Manchester Pet Jan 9 Ord Jan 9
 THOMAS, ARTHUR, Exeter, Corn Merchant Exeter Pet Jan 9 Ord Jan 9
 THORNTON, HUGH RICHARDS, Balwell Heath, Worcester Worcester Pet Dec 23 Ord Jan 10
 VETTER, WILLIS EUGENE OSCAR, Kennington Park rd Music Hall Artists High Court Pet Jan 10 Ord Jan 10
 WADSON, GEORGE, Northampton, Railway Clerk Northampton Pet Jan 10 Ord Jan 10
 WILLIAMS, JOHN, Caspshilly, Glam, Timberman Pontypridd Pet Jan 10 Ord Jan 10
 WRIGHT, EPHRAIM, Wakefield, Grocer Wakefield Pet Jan 7 Ord Jan 7
 WRIGHT, FERNAN, Denton, Lincs, Butcher Nottingham Pet Jan 7 Ord Jan 7

RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

COX, PATRICK, Bury st, St James' High Court Pet Oct 20, 1910 Rec Dec 20, 1910 Repe Jan 11, 1911

FIRST MEETINGS.

AUSTIN, WILLIAM BERRSFORD, Barnes, Surrey Jan 23 at 11.30 132, York rd, Westminster Bridge rd
 BARROW, WILLIAM, Brighton, Cycle Agent Jan 26 at 10.30 Off Rec, 12a, Marlborough pl, Brighton
 BARRY, GEORGE THOMAS, Northampton, Publican Jan 23 at 11 Off Rec, The Parade, Northampton
 BELL, THOMAS PETER, Hatfield Broad Oak, Essex, Grocer Jan 24 at 12 14, Bedford row

BRILLIANT, LEWIS, Richmond rd, Dalston Jan 23 at 12 Bankruptcy bldgs, Carey st
 CHALCRAFT, HENRY, Portsea, Hants, Auctioneer Jan 23 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 COOKE, WILLIAM JOHN BUTTERWORTH, Walmer Jan 21 at 9.30 Off Rec, 63a, Castle st, Canterbury
 DEAN, LUCY, Uppingham, Rutland Jan 24 at 12 Off Rec, 1, Berridge st, Leicester
 ENFIELD, WILLIAM HENRY, Southsea, Hants, Coal Merchant Jan 24 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 EVERISTON, EDWARD ERASMUS, Brisham, Devon, Fisherman Jan 23 at 11.15 7, Buckland ter, Plymouth
 FAWCETT, ALFRED, Newton Hill, nr Wakefield, Pig Dealer Jan 25 at 11 Off Rec, 6, Bond ter, Wakefield
 FORD, WILLIAM, Hastings, Licensed Victualler Jan 23 at 12 County Court, 24, Cambridge rd, Hastings
 GERRISH, HARRY STEWART, Camden rd, Actor Jan 24 at 1 Bankruptcy bldgs, Carey st
 GRAVES, HENRY, Thurston, Leicester, Carpenter Jan 23 at 12 Off Rec, 1, Berridge st, Leicester
 HAISTONE, GEORGE, Winton, Bournemouth, Coal Merchant Jan 23 at 2.30 St Peter's Small Hall, Hinton rd, Bournemouth
 HALEY, JOHN ALBERT, Bradford, Journeyman Painter Jan 23 at 3 Off Rec, 12, Duke st, Bradford
 HUTTON, JONATHAN, Holbeck, Leeds, Boot Repairer Jan 23 at 11.30 Off Rec, 24, Bond st, Leeds
 JONES, JOSHUA, Pencader, Carmarthen, Cabinet Maker Jan 21 at 12.30 Off Rec, 4, Queen st, Carmarthen
 LANGLEY, ARTHUR, Pudsey, Leeds, Boot and General Dealer Jan 23 at 11 Off Rec, 24, Bond st, Leeds
 LAWRENCE, JOSEPH THOMAS, Wellingborough, Northampton, Licensed Victualler Jan 23 at 11.30 Off Rec, The Parade, Northampton
 MATHER, SAMUEL, Liverpool, Auctioneer Jan 24 at 11 Off Rec, 33, Victoria st, Liverpool
 PARKINSON, GEORGE WILLIAM, Walmer Jan 21 at 9.15 Off Rec, 63a, Castle st, Canterbury
 PENN, JOHN, Sandys, High Wycombe, Bucks Jan 23 at 12 Bankruptcy bldgs, Carey st
 RAYNER, ALFRED DANIEL, Sumatra rd, West Hampstead, Licensed Victualler Jan 25 at 1 Bankruptcy bldgs, Carey st
 STALLWOOD, JOHN, Little Marlow, Bucks, Farmer Jan 23 at 11.30 1, St Aldate's, Oxford
 STEVENS, WILLIAM, Llanismaliet, Glam, Commission Agent Jan 23 at 3 117, St Mary st, Cardiff
 TAYLOR, ERNEST EDWARD NICHOLSON, Chelmsford, Cycle Maker Jan 24 at 3 14, Bedford row
 THOMAS, ARTHUR, Exeter, Corn Merchant Jan 23 at 3 Off Rec, 9, Bedford circus, Exeter
 THOMPSON, GEORGE, Chesterfield, Derby, Fish Merchant Jan 23 at 11.30 Off Rec, 47, Full st, Derby
 VETTER, WILLIS EUGENE OSCAR, Kennington Park rd, Music Hall Artists Jan 25 at 11 Bankruptcy bldgs, Carey st

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WADSWORTH, GEORGE, Northampton, Railway Clerk Jan 23 at 12 Off Rec, The Parade, Northampton
 WILKINSON, JOHN, Wrexham, Chalfont St. Peters, Bucks, Farmer Jan 21 at 12 1, St. Aldate's, Oxford
 WILLIAMS, ELLIS, Pontif, Carnarvon, Fairway Jan 23 at 2.30 British Hotel, Bangor
 WILLIAMS, JOHN, Caerphilly, Glam, Timberman Jan 25 at 11.15 St Catherine's chambers, 84 Catherine st, Pontypridd
 WRIGHT, EPHRAIM, Wakefield, Grocer Jan 23 at 10.30 Off Rec, 6, Bond st, Wakefield

ADJUDICATIONS.

AUSTIN, WILLIAM BERRARD, Barnes, Surrey Wandsworth Pet Jan 9 Ord Jan 9
 BARNETT, V. WILLOUGHBY, Sevenoaks, Assistant Schoolmaster Tunbridge Wells Pet Dec 1 Ord Jan 9
 BARNON, WILLIAM, Brighton, Cycle Agent Brighton Pet Dec 20 Ord Jan 11
 BOSANQUET, ALBERT, Great Grimsby, Blacksmith's Striker Great Grimsby Pet Jan 10 Ord Jan 10
 BRANFILL, WILLIAM, Stockport, Paper Merchant Stockport Pet Dec 16 Ord Jan 9
 BRILLIANT, LAWRENCE, Richmond rd, Dalston, Cabinet Maker High Court Pet Jan 9 Ord Jan 9
 BRISTON, FREDERICK JOHN, Sirdar rd, Tottenham, Clerk Edmonton Pet Jan 9 Ord Jan 9
 BUCKELL, GEORGE TEASDALE TEASDALE, Sundryhill rd, Streatham, Journalist Wandsworth Pet Dec 8 Ord Jan 10
 CAHALIN, DANIEL HENRY, Kingston upon Hull, Gent's Outfitter Kingston upon Hull Pet Jan 10 Ord Jan 10
 CHAICRAFT, HENRY, Portsea, Auctioneer Portsmouth Pet Dec 17 Ord Jan 9
 COOK, WILLIAM JOHN BUTTERWORTH, Walmer Canterbury Pet Dec 14 Ord Jan 9
 CRANSHAW, JOHN, Manchester, Commission Agent Salford Pet Dec 23 Ord Jan 10
 DAVIS, HENRY, Penbridge villa, Baywater, Hardware Dealer High Court Pet Jan 6 Ord Jan 9
 DAYSON, GEORGE ARTHUR, Wem, Salop, Baker Shrewsbury Pet Jan 11 Ord Jan 11
 DEAN, LEO, Uppingham, Rutland Leicester Pet Jan 11 Ord Jan 11
 EATFIELD, WILLIAM HENRY, Southsea, Coal Merchant Portsmouth Pet Jan 9 Ord Jan 9
 ENGLAND, BARNES, Cantley, Norfolk, Dairyman Norwich Pet Jan 11 Ord Jan 11
 EVANS, DAVID, Llanelwchaearn, Cardigan, Farmer Aberystwyth Pet Dec 13 Ord Jan 11
 FAWCETT, ALFRED, Newton hill, nr Wakefield, Pig Dealer Wakefield Pet Jan 9 Ord Jan 9
 FISHER, JOHN, Norwich, Butcher Norwich Pet Jan 11 Ord Jan 11
 FOOTE, WILLIAM, Hastings, Licensed Victualler Hastings Pet Jan 9 Ord Jan 9
 GERARD, HARRY STEWART, Camden rd, Actor High Court Pet Jan 11 Ord Jan 11
 GRAYSON, HENRY, Thurston, Leicester, Carpenter Leicester Pet Jan 9 Ord Jan 9
 GREEN, MARY HANNAH, Barnsley Barnsley Pet Dec 5 Ord Jan 9
 GRIMBLE, HENRY JOHN SHOWLING, Kirkley, South Lowestoft, Bricklayer Great Yarmouth Pet Jan 10 Ord Jan 10
 HAILSTONE, GEORGE, Winton, Bournemouth, Coal Merchant Poole Pet Jan 10 Ord Jan 10
 HALEY, JOHN ALBERT, Bradford, Journeyman Painter Bradford Pet Jan 11 Ord Jan 11
 HARRIS, FRANK EDWARD, and WILLIAM CHARLES, Maidene, Mon, Carriage Builders Newport, Mon Pet Jan 9 Ord Jan 9
 HUGHES, JOHN, Clwyd Bay, Denbigh, Music Dealer Bangor Pet Dec 21 Ord Jan 11
 HUTTON, JONATHAN, Holbeck, Leeds, Boot Repairer Leeds Pet Jan 10 Ord Jan 10
 JONES, JOSHUA, Pencader, Carmarthen, Cabinet Maker Carmarthen Pet Jan 9 Ord Jan 9
 LAGLEY, ARTHUR, Pudsey, nr Leeds, Boot Dealer Leeds Pet Jan 10 Ord Jan 10
 MCCREA, HUGH, Heysham, Lancashire Preston Pet Jan 11 Ord Jan 11
 MILLS, CHARLES, Prestwich, Tailor Salford Pet Jan 10 Ord Jan 10
 MOORE, GEORGE, Trowbridge, Wilts, Builder Bath Pet Jan 10 Ord Jan 10
 PALMER, ARTHUR, All Saints rd, Westbourne Park, Credit Draper High Court Pet Dec 14 Ord Jan 10

PEARCE, ALFRED, Gosport, Foreman Stoker Portsmouth Pet Jan 11 Ord Jan 11
 PEARCE, STONEY, Beckenham, Rag Merchant Dewsbury Pet Jan 11 Ord Jan 11
 PIRLEAN, WILLIAM MONTMEREY, Kinghorn st, Smithfield, Provision Merchant High Court Pet July 15 Ord Jan 9
 POWELL, THOMAS, Blaengwynf, Glam, Colliery Rider Neath Pet Jan 11 Ord Jan 11
 SHERRIFF, WILLIAM, Houghton le Spring, Durham, Oil Merchant Durham Pet Jan 10 Ord Jan 10
 STANT, ALFRED THOMAS, Sandiacre, Derby, Lace Manufacturer Derby Pet Jan 9 Ord Jan 9
 STAYLEY, CHARLES RUSSELL, Plymouth Plymouth Pet Nov 15 Ord Jan 10
 STRED, WILLIAM HENRY, Altrincham, Motor Engineer Manchester Pet Jan 9 Ord Jan 9
 SWANSON, ALEXANDER PAUL, Liverpool, Surgeon Liverpool Pet Dec 21 Ord Jan 10
 THOMAS, ARTHUR, Exeter, Corn Merchant Exeter Pet Jan 9 Ord Jan 9
 TOMKINSON, WILLIAM CHARLES BRIDGEMAN, Charles st, Haymarket High Court Pet Dec 16 Ord Jan 9
 VETTER, WILLIE EUGENE OSCAR, Kennington Park rd, Music Hall Artist High Court Pet Jan 10 Ord Jan 10
 WADSWORTH, GEORGE, Northampton, Railway Clerk Northampton Pet Jan 10 Ord Jan 10
 WILLIAMS, JOHN, Caerphilly, Glam, Timberman Pontypridd Pet Jan 10 Ord Jan 10
 WINWOOD, FRANCIS, and JAMES WINWOOD, Farnworth, Lancs, Painters Bolton Pet Jan 5 Ord Jan 5
 WREATHALL, ELIZABETH, ANNIE WREATHALL, and AMELIA WREATHALL, Raiton in Furness, Milliners Bait-w in Furness Pet Nov 7 Ord Jan 10
 WRIGHT, EPHRAIM, Wakefield, Grocer Wakefield Pet Jan 7 Ord Jan 7
 WRIGHT, FREDMAN, Denton, Lancs, Butcher Nottingham Pet Jan 7 Ord Jan 7

Amended notice substituted for those published in the London Gazette of Dec 16 and 20:

FOOTER, WILLIAM SAMUEL, Chadwell st, Finchbury, Hairdresser High Court Pet Dec 10 Ord Dec 10

ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.

GROVER, ALFRED, Cophall chambers, Merchant High Court Adjud Feb 12, 1909 Rec Ord Oct 16, 1908 R-sc Jan 7, 1911

London Gazette.—TUESDAY, Jan. 17.

RECEIVING ORDERS.

BARWELL, CHARLES, Southfields, Wandsworth, Builder Wandsworth Pet Dec 1 Ord Jan 12
 BLOMFIELD, MILES, Little Dunham, Norfolk, Farmer King's Lynn Pet Jan 7 Ord Jan 14
 CATTELL, ERIC, Sheffield, Fruit Salesman Sheffield Pet Dec 20 Ord Jan 13
 CLAXTON, ALFRED, Treorchy, Glam, Fruit Salesman Pontypridd Pet Dec 30 Ord Jan 12
 EVANS, OWEN, Llandrillo, Grocer Wrexham Pet Jan 12 Ord Jan 12
 HARRISON, JOHN WILLIAM, Darlington, Labourer Stockton on Tees Pet Jan 12 Ord Jan 12
 LORIE SOLOMON LIPMAN, Cardiff, Jeweller Cardiff Pet Jan 12 Ord Jan 13
 LUCAS, ERIC CHARLES, Havant, Hants Portsmouth Pet Jan 13 Ord Jan 13
 MACE, JOHN, Swanley, Kent, Fruit Grower Rochester Pet Jan 15 Ord Jan 13
 MILNTHORP, RICHARD, Leeds, Physician Leeds Pet Jan 24 Ord Jan 14
 MINNARD, GEORGE EDWARD, Greenroft gdns, West Hampstead Exeter Pet Jan 13 Ord Jan 13
 NEAME, H. B., Waldegrave pk, Strawberry Hill, Middlesex Brentford Pet Nov 4 Ord Jan 13
 SAINSBURY, PERCY H., Poultry, Accountant High Court Pet Nov 4 Ord Jan 13
 STAFFORD, TOM, Abertillery, Mon, Labourer Tredegar Pet Jan 11 Ord Jan 11
 WERTHEIM, HAROLD C., Lassar av, Clapham Common, Motor Car Dealer Wandsworth Pet Dec 8 Ord Jan 12
 WOODBURN, JOSEPH GEORGE, Wells, Builder Wells Pet Jan 13 Ord Jan 13

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Amended notice substituted for that published in the London Gazette Nov 29:
 NUNN, WILLIAM JAMES, Clacton on Sea, Accountant Colchester Pet Nov 14 Ord Nov 25

Amended notice substituted for that published in the London Gazette of Dec 13:
 MORRIS, MORRIS, Cardiff, Draper Cardiff Pet Nov 8 Ord Dec 9

Amended notice substituted for that published in the London Gazette of Jan 3:
 COOPER, HENRY STANLEY, Withington, Manchester, Solicitor Manchester Pet Nov 9 Ord Dec 29

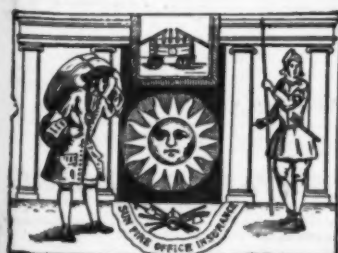
Amended notice substituted for that published in the London Gazette of Jan 6:
 DUFFY, BERNARD, Landport, Confectioner Portsmouth Pet Jan 3 Ord Jan 3

FIRST MEETINGS.

BOSANQUET, ALBERT, Great Grimsby, Blacksmith Striker Jan 25 at 11 Off Rec, St Mary's chambers, Great Grimsby
 BRAMHALL, WILLIAM, Stockport, Cheese, Paper Merchant Jan 27 at 11 Off Rec, 6, Vernon st, Stockport
 BRUTON, FREDERICK JOHN, Sirdar rd, Tottenham, Clerk Jan 25 at 3 14, Bedford row
 BUNNING, ERNEST, Wichech st Peter, Cambridge, Grocer Jan 25 at 12 Off Rec, 3, King st, Norwich
 CAHALIN, DANIEL HENRY, Kingston upon Hull, Outfitter Jan 25 at 11 Off Rec, York City Bank chambers, Lowgate, Hull
 CLAXTON, ALFRED, Treorchy, Glam, Fruit Salesman Jan 31 at 11.15 St Catherine's chambers, St Catherine st, Pontypridd
 CLAY, SAMUEL WILSON, Nottingham, Confectioner Jan 25 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham
 CRANSHAW, JOHN, Manchester, Commission Agent Jan 25 at 3 Off Rec, Byrom st, Manchester
 DAWSON, GEORGE ARTHUR, Wem, Salop, Baker Jan 28 at 11.30 Off Rec, 25, Swan hill, Shrewsbury
 ENGLAND, BARNES, Cantley, Norfolk, Dairyman Jan 25 at 12.30 Off Rec, 8, King st, Norwich
 FISHER, JOHN, Norwich, Butcher Jan 25 at 1 Off Rec, 8, King st, Norwich
 FORD, ANDREW JOHN, March, Cambridge, Hairdresser Jan 25 at 12.30 The Griffin Hotel, March
 HARRIS, FRANK EDWARD, and WILLIAM CHARLES, Main dec, Mon, Carriage Builders Jan 25 at 11 Off Rec 144, Commercial st, Newport, Mon
 HUGHES, JOHN, Clwyd Bay, Denbigh, Music Dealer Jan 25 at 11.30 Crypt chambers, Eastgate row, Chester
 LORIE SOLOMON LIPMAN, Cardiff, Jeweller Jan 25 at 11.30 St Mary st, Cardiff
 MCCREA, HUGH, Cross Copp, Heysham, Lancashire Jan 25 at 11.30 Off Rec, 13, Winkley st, Preston
 MERCHER, HENRY CHANDLER, Uxbridge, Bucks, Miller Jan 25 at 12 14, Bedford row
 MEYELL, MICHAEL, Ferryhill, Durham, Draper Jan 25 at 3 Off Rec, 3, Manor pl, Sunderland
 MILLS, CHARLES, Prestwich, Lancashire, Tailor Jan 25 at 3.30 Off Rec, Byrom st, Manchester
 MINNARD, GEORGE EDWARD, Greenroft gdns, West Hampstead Feb 2 at 10.30 Off Rec, 9, Bedford circus, Exeter
 MOORE, GEORGE, Trowbridge, Wilts, Builder Jan 25 at 11.30 Off Rec, 26, Baldwin st, Bristol
 PEARCE, ALFRED, Gosport, Hants, Fireman Stoker Jan 26 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 PLUCKETT, MORRIS EDGAR, Newport, I of W, Dairyman Jan 25 at 11.30 Off Rec, 98, High st, Newport, I of W
 SAINSBURY, PERCY H., Poultry, Accountant Jan 26 at 11 Bankruptcy bldgs, Carey st
 SHERRIFF, WILLIAM, Houghton le Spring, Durham, Oil Merchant Jan 25 at 2.30 Off Rec, 3, Manor pl, Sunderland
 STANT, ALFRED THOMAS, Sandiacre, Derby, Lace Manufacturer Jan 25 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 STRED, WILLIAM HENRY, Altrincham, Motor Engineer Jan 25 at 2.30 Off Rec, Byrom st, Manchester
 THORNLEY, HUGH RICHARDS, Worcester Jan 25 at 11.30 Off Rec, 11, Copenhagen st, Worcester
 TURNER, JOHN, Sutton in Ashfield, Wholesale Clothier Jan 26 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 WRIGHT, FREEMAN, Denton, Lancs, Butcher Jan 26 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 Amended Notice is substituted for that published in the London Gazette of Dec 20:
 KEE, FREDERICK WILLIAM, Hampton, Middlesex, Nurseryman Jan 2 at 12 132, York rd, Westminster Bridge rd

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ADJUDICATIONS.

CLAXTON, ALFRED, Treorchy, Glam. Fruit Salesman Pontypridd Pet Dec 30 Ord Jan 14
 COWELL, BENJAMIN, Southend on Sea, Grocer Chelmsford Pet Nov 10 Ord Jan 11
 DE MACEDO, JOACHIM ANTONIO, Leeds, Wine Merchant Leeds Pet Dec 15 Ord Jan 12
 EVANS, OWEN, Llandrillio, Grocer Wrexham Pet Jan 12 Ord Jan 13
 FITZGERALD, GERALDINE S V, Cawsand, Cornwall Plymouth Pet Aug 15 Ord Jan 12
 GARNETT, CHARLES WILLIAM, Poland st, Oxford st, Jewell High Court Pet Oct 27 Ord Jan 13
 GOMERALL, GEORGE, Hayterid, Brixton hill Wandsworth Pet Nov 15 Ord Jan 12
 HAMMETT, JOHN, Finchley rd, Milliner High Court Pet Dec 13 Ord Jan 12
 HARRISON, JOHN WILLIAM, Darlington, Labourer Stockton on Tees Pet Jan 12 Ord Jan 12
 HOPKINS, WILLIAM EDOBERT, Brixton hill, Auctioneer High Court Pet Jan 3 Ord Jan 12
 JONES, WILLIAM REES, Wolverston, Mon, Farmer Newport Mon Pet Nov 21 Ord Jan 12
 JOYCE, ANTHONY, Bretherton, nr Preston, Waste Merchant Blackburn Pet Dec 3 Ord Jan 13
 LITTLE, ANDREW ARTHUR, Compton, Winchester Barnstaple Pet Jan 10 Ord Jan 12
 LORIE, SOLOMON LIPMAN, Cardiff, Jeweller Cardiff Pet Jan 12 Ord Jan 12
 LUCAS, ERIC CHARLES, Havant, Hants Portsmouth Pet Jan 13 Ord Jan 13
 MILTHORP, RICHARD, Leeds, Physician Leeds Pet Jan 14 Ord Jan 14
 MINNARD, GEORGE EDWARD, Greenroft gdns, West Hampstead Exeter Pet Jan 13 Ord Jan 13
 MORGAN, WILLIAM, Warwick st, Woolwich, Engine Driver Greenwich Pet Dec 9 Ord Jan 13
 PARKER, FRANCIS, Carlton House, Regent st, Solicitor High Court Pet Nov 15 Ord Jan 13
 PRICE, WILLIAM, Liverpool, Manufacturers' Manager Liverpool Pet Dec 5 Ord Jan 13
 STAFFORD, TOM, Aberlillery, Labourer Tredegar Pet Jan 11 Ord Jan 11
 STEVENS, WILLIAMS, Llanisamet, Glam, Commission Agent Cardiff Pet Dec 21 Ord Jan 10
 SWANTON, HUGH, Lincoln, Company Managing Director Lincoln Pet Nov 10 Ord Jan 11
 WILKINSON, ROBERT, Newport, Mon, Shipbroker Newport, Mon Pet Nov 28 Ord Jan 12
 WILLIAMS, GEORGE HENRY STURGE, Twickenham Brentford Pet Feb 1 Ord Jan 13
 WOODBURN, JOSEPH GEORGE, Wells, Somerset, Builder, Wells Pet Jan 13 Ord Jan 13
 YONGE, NIGEL WINTHROP E, Brighton, Brighton Pet Nov 16 Ord Jan 12

Amended Notice substituted for that published in the London Gazette of Jan 6:

DUFFY, BERNARD, Landport, Hants, Confectioner Portsmouth Pet Jan 3 Ord Jan 3

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